As filed with the Securities and Exchange Commission on May 20, 2026

No. 333-

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

FORM S-4

REGISTRATION STATEMENT
UNDER
THE SECURITIES ACT OF 1933

SKYWORKS SOLUTIONS, INC.

(Exact name of registrant as specified in its charter)

Delaware	**3674**	**04-2302115**
(State or other jurisdiction of incorporation or organization)	(Primary Standard Industrial Classification Code Number)	(I.R.S. Employer Identification No.)

5260 California Avenue
Irvine, California 92617
Telephone: (949) 231-3000
(Address, including zip code, and telephone number, including area code, of registrant's principal executive offices)

Robert J. Terry
Senior Vice President, General Counsel and Secretary
Skyworks Solutions, Inc.
5260 California Avenue
Irvine, California 92617
(949) 231-3000
(Name, address, including zip code, and telephone number, including area code, of agent for service)

Copies of all communications, including communications sent to agent for service, should be sent to:

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Approximate date of commencement of proposed sale of the securities to the public: Upon consummation of the exchange offers described herein, and in any event, no earlier than the time that this registration statement becomes effective.

If the securities being registered on this Form are being offered in connection with the formation of a holding company and there is compliance with General Instruction G, check the following box. ☐

If this Form is filed to register additional securities for an offering pursuant to Rule 462(b) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. ☐

If this Form is a post-effective amendment filed pursuant to Rule 462(d) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. ☐

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

Large accelerated filer	☒	Accelerated filer	☐
Non-accelerated filer	☐	Smaller reporting company	☐
		Emerging growth company	☐

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 7(a)(2)(B) of the Securities Act. ☐

If applicable, place an X in the box to designate the appropriate rule provision relied upon in conducting this transaction:

Exchange Act Rule 13e-4(i) (Cross-Border Issuer Takeover offer) ☐

Exchange Act Rule 14d-1(d) (Cross-Border Issuer Takeover offer) ☐

The Registrant hereby amends this registration statement on such date or dates as may be necessary to delay its effective date until the Registrant shall file a further amendment which specifically states that this registration statement shall thereafter become effective in accordance with Section 8(a) of the Securities Act or until this registration statement shall become effective on such date as the Securities and Exchange Commission, acting pursuant to said Section 8(a), may determine.

PRELIMINARY PROSPECTUS/OFFERS TO EXCHANGE

SKYWORKS®

SKYWORKS SOLUTIONS, INC.

Offers to Exchange

Any and All Outstanding Notes Issued by Qorvo, Inc. as listed below
for New Notes Issued by Skyworks Solutions, Inc.

and

Solicitation of Consents to Amend the Respective Indentures

Governing the Qorvo Notes

Skyworks Solutions, Inc., a Delaware corporation ("Skyworks"), hereby offers to exchange, upon the terms and conditions set forth in this Prospectus/Offers to Exchange (as it may be amended or supplemented, this "Prospectus/Offers to Exchange"), (i) any and all of the outstanding 4.375% Senior Notes due 2029 (the "Qorvo 2029 Notes") and (ii) any and all of the outstanding 3.375% Senior Notes due 2031 (the "Qorvo 2031 Notes" and, together with the Qorvo 2029 Notes, the "Qorvo Notes") issued by Qorvo, Inc., a Delaware corporation ("Qorvo"), for (i) the corresponding series of newly issued Skyworks Notes (as defined herein) having the same interest payment dates, maturity dates and interest rates as the respective Qorvo Notes in an amount as described below, and (ii) the aggregate Consent Payment (as defined below).

The Skyworks Notes will replace the fixed redemption schedule currently included in the Qorvo Notes with a customary investment grade redemption schedule, including a three-month par call date and make-whole mechanism as further described herein. See "Description of the Skyworks Notes."

Each Exchange Offer (as defined herein) will expire at 5:00 p.m., New York City time, on September 1, 2026, unless extended or terminated with respect to such Exchange Offer (such date and time, as it may be extended, the "Expiration Date"). Each Consent Solicitation (as defined below) will expire at the applicable Early Participation Date (as defined below).

Title of Qorvo Notes	CUSIP/ISIN No.	Principal Amount Outstanding	Consent Payment[1]	Exchange Consideration[2]	Early Participation Premium[3]	Total Consideration[4]
4.375% Senior Notes due 2029	Registered: 74736KAH4/ US74736KAH41 144A: 74736KAG6 / US74736KAG67 Regulation S: U7471QAF1 / USU7471QAF10	$850,000,000	$2.50 to $5.00 in cash	$950.00 principal amount of Skyworks 4.375% Senior Notes due 2029	$50.00 principal amount of Skyworks 4.375% Senior Notes due 2029	$1,000 principal amount of Skyworks 4.375% Senior Notes due 2029 and $2.50 to $5.00 in cash
3.375% Senior Notes due 2031	144A: 74736KAJ0 / US74736KAJ07 Regulation S: U7471QAJ3 / USU7471QAJ32	$700,000,000	$2.50 to $5.00 in cash	$950.00 principal amount of Skyworks 3.375% Senior Notes due 2031	$50.00 principal amount of Skyworks 3.375% Senior Notes due 2031	$1,000 principal amount of Skyworks 3.375% Senior Notes due 2031 and $2.50 to $5.00 in cash

(1) Per $1,000 principal amount of the applicable series of Qorvo Notes validly tendered and not validly withdrawn at or prior to the applicable Early Participation Date, the applicable Consent Payment will be an amount equal to

the product of $2.50 multiplied by a fraction, the numerator of which is the aggregate principal amount of such series of Qorvo Notes outstanding as of such Early Participation Date and the denominator of which is the aggregate principal amount of such series of Qorvo Notes validly tendered and not validly withdrawn at or prior to such Early Participation Date. As a result, the applicable Consent Payment for a series of Qorvo Notes will range from $2.50 per $1,000 principal amount (if all holders of such series of Qorvo Notes tender) to approximately $5.00 per $1,000 principal amount (if holders tender a majority of the aggregate principal amount of such series of Qorvo Notes). Any Consent Payment will be paid on the applicable Settlement Date (as defined herein).

For the avoidance of doubt, a holder that validly tenders Qorvo Notes and delivers (and does not validly revoke) a consent at or prior to the applicable Early Participation Date, but withdraws such Qorvo Notes after such Early Participation Date but prior to the applicable Expiration Date, will be eligible to receive the applicable Consent Payment, even if such holder has withdrawn their Qorvo Notes after the applicable Early Participation Date or such holder is no longer the beneficial owner of such Qorvo Notes at such Expiration Date.

Consents may not be revoked after the applicable Consent Revocation Deadline (as defined herein).

(2) For each $1,000 principal amount of the applicable series of Qorvo Notes accepted for exchange.

(3) For each $1,000 principal amount of the applicable series of Qorvo Notes validly tendered and not validly withdrawn at or prior to the applicable Early Participation Date and accepted for exchange.

(4) For each $1,000 principal amount of the applicable series of Qorvo Notes. Includes the applicable Consent Payment, Exchange Consideration and Early Participation Premium. For the avoidance of doubt, (i) consents may not be revoked after the applicable Consent Revocation Deadline, and (ii) unless the applicable Exchange Offer is amended, in no event will any holder of Qorvo Notes be eligible to receive more than $1,000 aggregate principal amount of Skyworks Notes for each $1,000 aggregate principal amount of the applicable series of Qorvo Notes accepted for exchange.

As discussed in more detail below, each holder that validly tenders and does not validly withdraw their Qorvo Notes in the applicable Exchange Offer and Consent Solicitation at or prior to 5:00 p.m., New York City time, on June 11, 2026, unless extended or terminated with respect to such Exchange Offer and Consent Solicitation (such date and time, as the same may be extended, the "Early Participation Date") will receive an Early Participation VOI Number in respect of the aggregate principal amount of the applicable series of Qorvo Notes that such holder validly tendered and did not validly withdraw at or prior to the applicable Early Participation Date. Subject to the terms and conditions set forth herein, on the applicable Settlement Date, the applicable Early Participation Premium will be paid to each holder whose Qorvo Notes have been validly tendered and not validly withdrawn at or prior to the applicable Early Participation Date and either (A) such holder has not validly withdrawn such Qorvo Notes at or prior to the applicable Expiration Date or (B) if such Qorvo Notes have been validly withdrawn at or prior to the applicable Expiration Date, such holder, at or prior to such Expiration Date, (i) has validly re-tendered, and has not validly withdrawn, such Qorvo Notes and (ii) submitted the Early Participation VOI Number with respect to such re-tendered Qorvo Notes. See "Description of the Exchange Offers and Consent Solicitations — Procedures for Re-Tendering and VOI Numbers" for more information.

With respect to a series of Qorvo Notes, consents may not be revoked after the earlier of (i) 5:00 p.m., New York City time, on June 11, 2026, unless extended or terminated, and (ii) the date the supplemental indenture to the applicable Qorvo Indenture (as defined herein) for such series of Qorvo Notes implementing the Proposed Amendments (as defined herein) for such series of Qorvo Notes is executed (the earlier of (i) and (ii), the "Consent Revocation Deadline").

In exchange for each $1,000 principal amount of the applicable series of Qorvo Notes validly tendered and not validly withdrawn at or prior to the applicable Early Participation Date, holders will be eligible to receive a cash payment of an amount equal to the product of $2.50 multiplied by a fraction, the numerator of which is the aggregate principal amount of such series of Qorvo Notes outstanding as of such Early Participation Date and the denominator of which is the aggregate principal amount of such series of Qorvo Notes validly tendered and not validly withdrawn at or prior to such Early Participation Date (such amount for such series, the "Consent Payment"). As a result, the applicable Consent Payment for a series of Qorvo Notes will range from $2.50 per $1,000 principal amount (if all holders of such series of Qorvo Notes tender) to approximately $5.00 per $1,000 principal amount (if holders tender a simple majority of the aggregate principal amount of such series of Qorvo Notes). Consents may not be revoked after the applicable Consent Revocation Deadline.

Skyworks will pay a soliciting dealer fee of $2.50 for each $1,000 principal amount of the applicable series of Qorvo Notes validly tendered and not validly withdrawn at or prior to the applicable Early Participation Date to retail brokers that are appropriately designated by their tendering holder clients to receive this fee, provided that such fee will only be paid with respect to tenders by holders whose aggregate principal amount of the Qorvo Notes is $250,000 or less (the "Soliciting Dealer Fee"). See "The Exchange Offers and Consent Solicitations — Soliciting Dealer Fee."

Holders may not deliver a consent with respect to a series of Qorvo Notes in the applicable Consent Solicitation without tendering such Qorvo Notes in the corresponding Exchange Offer. Tendered Qorvo Notes may be withdrawn at any time prior

to 5:00 p.m., New York City time, on September 1, 2026, unless extended with respect to the applicable Exchange Offer (such date and time, as it may be extended, the "Withdrawal Deadline"); provided that, if we have not yet accepted Qorvo Notes for exchange, tenders of Qorvo Notes may also be validly withdrawn at any time after 12:00 Midnight, New York City time, on August 17, 2026, the 60th day following the commencement of the Exchange Offers, pursuant to Section 14(d)(5) of the Exchange Act (as applicable to the Exchange Offers by way of Rule 162(a)(2) under the Securities Exchange Act of 1934, as amended (the "Exchange Act")). However, a valid withdrawal of the tendered Qorvo Notes after the applicable Consent Revocation Deadline will not be deemed a revocation of the related consents and such consents will continue to be deemed delivered. If a holder tenders Qorvo Notes in the applicable Exchange Offer, such holder will be deemed to have delivered its consent, with respect to the principal amount of such tendered Qorvo Notes, to the Proposed Amendments. Each Exchange Offer and Consent Solicitation is conditioned upon, among other things, (i) a minimum of a majority of the aggregate principal amount of Qorvo Notes of such series having been validly tendered and not validly withdrawn at or prior to the applicable Early Participation Date pursuant to the applicable Exchange Offer for such series (the "Minimum Participation Condition"), which may be waived by Skyworks in its sole discretion, (ii) the registration statement of which this Prospectus/Offers to Exchange forms a part having been declared effective by the U.S. Securities and Exchange Commission (the "SEC"), which condition may not be waived by Skyworks, and (iii) the closing of the Mergers (as defined herein), which condition may not be waived by Skyworks. The closing of the Mergers is not conditioned upon the results of the Exchange Offers and Consent Solicitations.

THE SECURITIES OFFERED HEREBY HAVE NOT BEEN RECOMMENDED BY ANY UNITED STATES FEDERAL OR STATE SECURITIES COMMISSION OR REGULATORY AUTHORITY. FURTHERMORE, THE FOREGOING AUTHORITIES HAVE NOT CONFIRMED THE ACCURACY OR DETERMINED THE ADEQUACY OF THIS DOCUMENT. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

See "Risk Factors" beginning on page 17 to read about important factors you should consider before you decide to participate in any of the Exchange Offers and Consent Solicitations.

Dealer Manager and Solicitation Agent

Goldman Sachs & Co. LLC

May 20, 2026

The Exchange Offers by Skyworks

Subject to the terms and conditions set forth in this Prospectus/Offers to Exchange, including the consummation of the Mergers and the applicable Minimum Participation Condition with respect to the applicable series of Qorvo Notes, Skyworks is offering holders the opportunity to exchange (with respect to each series, an "Exchange Offer," and together, the "Exchange Offers") (i) any and all of the outstanding Qorvo 2029 Notes and/or (ii) any and all of the outstanding Qorvo 2031 Notes, as applicable, for (i) (a) in the case of tenders of the Qorvo 2029 Notes, up to an aggregate principal amount of $850 million of new 4.375% Senior Notes due 2029 issued by Skyworks (the "Skyworks 2029 Notes"), and (b) in the case of tenders of the Qorvo 2031 Notes, up to an aggregate principal amount of $700 million of new 3.375% Senior Notes due 2031 issued by Skyworks (the "Skyworks 2031 Notes" and collectively, the "Skyworks Notes") and (ii) the applicable Consent Payment. Each series of Skyworks Notes will be issued in minimum denominations of $2,000 and integral multiples of $1,000 in excess thereof.

Each series of Skyworks Notes will have the same interest rate, interest payment date and maturity date as the corresponding series of Qorvo Notes. Each series of Skyworks Notes will replace the fixed redemption schedule currently included in the corresponding series of Qorvo Notes with a customary investment grade redemption schedule, including a three-month par call date and make-whole mechanism as set forth in the "Description of the Skyworks Notes."

The first interest payment on each series of Skyworks Notes will include the accrued and unpaid interest on the corresponding series of Qorvo Notes tendered in exchange therefor so that a tendering holder will be eligible to receive the same interest payment it would have received had such Qorvo Notes not been tendered in the applicable Exchange Offer and Consent Solicitation; *provided* that the amount of accrued and unpaid interest shall only be equal to the accrued and unpaid interest on the principal amount of such Qorvo Notes equal to the aggregate principal amount of the applicable series of Skyworks Notes a holder receives, which may be less than the principal amount of corresponding Qorvo Notes tendered for exchange. For the avoidance of doubt, to the extent an interest payment date for the Qorvo Notes occurs at or prior to the applicable Settlement Date, holders who validly tendered and did not validly withdraw such Qorvo Notes in the applicable Exchange Offer and Consent Solicitation will receive accrued and unpaid interest on such interest payment date as required by the terms of the applicable Qorvo Indenture.

The Consent Solicitations

Concurrently with the Exchange Offers, upon the terms and subject to the conditions set forth in this Prospectus/Offers to Exchange, Skyworks, on behalf of Qorvo, is soliciting consents with respect to each series of Qorvo Notes from holders (with respect to each series, a "Consent Solicitation," and together, the "Consent Solicitations"). The Qorvo 2029 Notes have been issued under that certain Indenture, dated as of September 30, 2019, as amended and supplemented by the first supplemental indenture thereto, dated December 20, 2019, and by the second supplemental indenture thereto, dated June 11, 2020 (as amended and supplemented, the "Qorvo 2029 Notes Indenture"), and the Qorvo 2031 Notes have been issued under that certain Indenture, dated as of September 29, 2020 (the "Qorvo 2031 Notes Indenture" and, together with the Qorvo 2029 Notes Indenture, the "Qorvo Indentures"), each by and among Qorvo, certain subsidiary guarantors from time to time party thereto, and Computershare Trust Company, N.A. (as successor trustee for MUFG Union Bank, N.A.), as trustee (the "Qorvo Trustee").

Unless otherwise indicated or the context otherwise requires, including with respect to the Skyworks Notes, references in this Prospectus/Offers to Exchange to "we," "us," "our," the "Company" or the "Issuer" refer to Skyworks and, in each instance, its consolidated subsidiaries.

Tenders of consents may be validly revoked at any time at or prior to the applicable Consent Revocation Deadline, but will thereafter be irrevocable and such consents will continue to be deemed delivered. Holders may not deliver a consent in the applicable Consent Solicitation without tendering the corresponding Qorvo Notes. If a holder tenders Qorvo Notes in the applicable Exchange Offer, such holder will be deemed to have delivered its consent, with respect to the principal amount of such tendered Qorvo Notes, to the amendments to the applicable Qorvo Indenture, which include eliminating substantially all of the restrictive covenants, certain affirmative covenants described herein and certain of the events which may lead to an "Event of Default", among other changes. See "The Proposed Amendments". Any waiver of a condition by

Skyworks with respect to the applicable Exchange Offer will automatically waive such condition with respect to the corresponding Consent Solicitation, as applicable.

Each Exchange Offer and Consent Solicitation is subject to the satisfaction or, where permitted, waiver of certain conditions as described herein, including, among other things, the registration statement of which this Prospectus/Offers to Exchange forms a part having been declared effective by the SEC and the consummation of the Mergers. Each of the Exchange Offers and Consent Solicitations is also conditioned on the Minimum Participation Condition with respect to the applicable series of Qorvo Notes, which may be waived by Skyworks in its sole discretion. The Proposed Amendments to each Qorvo Indenture are described in this Prospectus/Offers to Exchange under "The Proposed Amendments" and the conditions to each of the Exchange Offers and Consent Solicitations are described in this Prospectus/Offers to Exchange under "Description of the Exchange Offers and Consent Solicitations — Conditions to the Exchange Offers and Consent Solicitations."

Consideration

For each $1,000 principal amount of the applicable series of Qorvo Notes validly tendered and not validly withdrawn at or prior to the applicable Early Participation Date, holders of such Qorvo Notes will be eligible to receive the applicable Consent Payment in an amount equal to the product of $2.50 multiplied by a fraction, the numerator of which is the aggregate principal amount of such series of Qorvo Notes outstanding as of such Early Participation Date and the denominator of which is the aggregate principal amount of such series of Qorvo Notes validly tendered and not validly withdrawn at or prior to such Early Participation Date. As a result, the applicable Consent Payment for a series of Qorvo Notes will range from $2.50 per $1,000 principal amount (if all holders of such series of Qorvo Notes tender) to approximately $5.00 per $1,000 principal amount (if holders tender a majority of the aggregate principal amount of Qorvo Notes of such series).

To be eligible to receive the early participation premium, payable in principal amount of the applicable series of Skyworks Notes, of $50.00 (the "Early Participation Premium"), each holder must hold the applicable Qorvo Notes that have been validly tendered and not validly withdrawn at or prior to the applicable Early Participation Date and either (A) such holder must not have validly withdrawn such Qorvo Notes at or prior to the applicable Expiration Date or (B) if such Qorvo Notes have been validly withdrawn at or prior to the applicable Expiration Date, such holder, at or prior to such Expiration Date, must have (i) validly re-tendered, and not validly withdrawn, such Qorvo Notes and (ii) submitted the Early Participation VOI Number with respect to such tendered Qorvo Notes. See *"Description of the Exchange Offers and Consent Solicitations — Procedures for Re-Tendering and VOI Numbers"* for more information. Holders who acquire Qorvo Notes following the applicable Early Participation Date will not be eligible to receive the Consent Payment with respect to such Qorvo Notes (and therefore, will not be eligible to receive the Total Consideration (as defined herein) with respect to such Qorvo Notes). For the avoidance of doubt, unless the Exchange Offer with respect to a series of Qorvo Notes is amended, in no event will any holder of applicable Qorvo Notes receive more than $1,000 aggregate principal amount of corresponding Skyworks Notes for each $1,000 aggregate principal amount of such Qorvo Notes accepted for exchange. See "Description of the Exchange Offers and Consent Solicitations — Total Consideration."

For each $1,000 principal amount of the applicable series of Qorvo Notes validly tendered and not validly withdrawn at or prior to the applicable Expiration Date, holders of such series of Qorvo Notes will be eligible to receive $950.00 principal amount of the corresponding series of Skyworks Notes (the "Exchange Consideration"). See "Description of the Exchange Offers and Consent Solicitations — Total Consideration — Exchange Consideration."

A holder that validly tenders Qorvo Notes and delivers (and does not validly revoke) a consent at or prior to the applicable Early Participation Date, but withdraws such Qorvo Notes after such Early Participation Date but at or prior to the applicable Expiration Date, will, subject to the satisfaction or, where permitted, waiver of the conditions set forth herein, receive the Consent Payment with respect to such Qorvo Notes, even if such holder withdraws such Qorvo Notes after the applicable Early Participation Date or if such holder is no longer the beneficial owner of such Qorvo Notes on the applicable Expiration Date. A holder that validly tenders Qorvo Notes after the applicable Early Participation Date will not receive the Consent Payment with respect to such Qorvo Notes, but will receive the $1,000 of the corresponding

Skyworks Notes for each $1,000 principal amount of such Qorvo Notes validly tendered and not validly withdrawn at or prior to the applicable Expiration Date and accepted for exchange if such holder submits an Early Participation VOI Number that corresponds with such Qorvo Notes.

Because the Exchange Offers and Consent Solicitations are subject to the satisfaction or, where permitted, waiver of certain conditions as described herein, including, among other things, the registration statement of which this Prospectus/Offers to Exchange forms a part having been declared effective by the SEC and the consummation of the Mergers, holders of Qorvo Notes will not receive the Consent Payment, the Early Participation Premium, the Exchange Consideration or the Total Consideration with respect to any series of Qorvo Notes, as applicable, unless the registration statement of which this Prospectus/Offers to Exchange forms a part has been declared effective by the SEC and the Mergers are consummated. In accordance with Rule 14e-1 under the Exchange Act, we will return the Qorvo Notes with respect to each series tendered for exchange promptly after the termination or withdrawal of the applicable Exchange Offer.

No accrued and unpaid interest is payable upon acceptance of any Qorvo Notes for exchange in the Exchange Offers and Consent Solicitations. However, the first interest payment on each series of Skyworks Notes will include the accrued and unpaid interest on the corresponding series of Qorvo Notes tendered in exchange therefor so that a tendering holder will be eligible to receive the same interest payment it would have received had such Qorvo Notes not been tendered in the applicable Exchange Offer and Consent Solicitation; *provided* that the amount of accrued and unpaid interest shall only be equal to the accrued and unpaid interest on the principal amount of such Qorvo Notes equal to the aggregate principal amount of the applicable series of Skyworks Notes a holder receives, which may be less than the principal amount of corresponding Qorvo Notes tendered for exchange. For the avoidance of doubt, to the extent an interest payment date for the Qorvo Notes occurs at or prior to the applicable Settlement Date, holders who validly tendered and did not validly withdraw such Qorvo Notes in the applicable Exchange Offer and Consent Solicitation will receive accrued and unpaid interest on such interest payment date as required by the terms of the applicable Qorvo Indenture.

Settlement Date

The "Settlement Date" with respect to each Exchange Offer and Consent Solicitation will be promptly after the applicable Expiration Date and is expected to occur no earlier than the second business day after the closing of the Mergers. See "Description of the Exchange Offers and Consent Solicitations — Settlement Date." Each Exchange Offer and Consent Solicitation is subject to the satisfaction or, where permitted, waiver of certain conditions as described herein, including, among other things, the registration statement of which this Prospectus/Offers to Exchange forms a part having been declared effective by the SEC and the consummation of the Mergers.

The Mergers

On October 27, 2025, the Company entered into an Agreement and Plan of Merger (the "Merger Agreement") by and among the Company, Comet Acquisition Corp., a Delaware corporation ("Merger Sub I"), Comet Acquisition II, LLC, a Delaware limited liability company ("Merger Sub II"), and Qorvo, pursuant to which, upon the terms and subject to the conditions set forth therein, Merger Sub I will be merged with and into Qorvo (the "First Merger"), with Qorvo as the surviving entity in the First Merger (the "Surviving Corporation") and a wholly owned subsidiary of the Company, and immediately following the First Merger, and as the second step in a single integrated transaction with the First Merger, the Surviving Corporation will be merged with and into Merger Sub II (the "Second Merger," and together with the First Merger, the "Mergers"), with Merger Sub II as the surviving entity in the Second Merger and a wholly owned subsidiary of the Company.

The closing of the Mergers is not conditioned upon the results of either Exchange Offer and Consent Solicitation. However, each Exchange Offer and Consent Solicitation is conditioned upon the completion of the Mergers, which condition may not be waived by Skyworks. Accordingly, holders of Qorvo Notes will not receive the Consent Payment, the Early Participation Premium, the Exchange Consideration or the Total Consideration, as applicable, with respect to any series of Qorvo Notes unless the Mergers are consummated. There can be no assurance that the Mergers will be consummated on a timely basis or at all. Tenders of Qorvo Notes made pursuant to the applicable Exchange Offer (but not consents delivered pursuant to the

corresponding Consent Solicitation) may be validly withdrawn at or prior to the applicable Expiration Date; provided that, if we have not yet accepted Qorvo Notes for exchange, tenders of Qorvo Notes may also be validly withdrawn at any time after 12:00 Midnight, New York City time, on August 17, 2026, the 60th day following the commencement of the Exchange Offers, pursuant to Section 14(d)(5) of the Exchange Act (as applicable to the Exchange Offers by way of Rule 162(a)(2) under the Exchange Act).

There is currently no market for the Skyworks Notes, and Skyworks cannot assure you that any market will develop. All of the Skyworks Notes are expected to be delivered in book-entry form through the facilities of The Depository Trust Company ("DTC") and its participants, including Clearstream Banking, societe anonyme, and Euroclear Bank S.A./N.V. To exchange your Qorvo Notes for Skyworks Notes and cash, you must instruct your commercial bank, broker, dealer, trust company or other nominee to further instruct the DTC participant through which your Qorvo Notes are held to tender for exchange your Qorvo Notes to DTC through the DTC Automated Tender Offer Program ("ATOP") (i) at or prior to the applicable Early Participation Date to receive the applicable Total Consideration (including the applicable Consent Payment and Early Participation Premium), assuming you also beneficially own such Qorvo Notes at the applicable Expiration Date, or (ii) by the applicable Expiration Date to receive the applicable Exchange Consideration. See "Description of the Exchange Offers and Consent Solicitations."

NONE OF SKYWORKS, QORVO, THE DEALER MANAGER (AS DEFINED HEREIN), THE QORVO TRUSTEE, THE SKYWORKS TRUSTEE (AS DEFINED HEREIN), THE EXCHANGE AGENT (AS DEFINED HEREIN) OR THE INFORMATION AGENT (AS DEFINED HEREIN), OR ANY AFFILIATE OF ANY OF THEM, MAKES ANY RECOMMENDATION AS TO WHETHER HOLDERS OF QORVO NOTES SHOULD EXCHANGE QORVO NOTES FOR SKYWORKS NOTES AND CASH OR DELIVER CONSENTS TO THE PROPOSED AMENDMENTS IN RESPONSE TO THE APPLICABLE EXCHANGE OFFER AND CONSENT SOLICITATION, AND NO ONE HAS BEEN AUTHORIZED BY ANY OF THEM TO MAKE SUCH A RECOMMENDATION.

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ABOUT THIS PROSPECTUS/OFFERS TO EXCHANGE

This Prospectus/Offers to Exchange is a part of the registration statement that we filed on Form S-4 with the SEC. You should read this Prospectus/Offers to Exchange, including the detailed information regarding the Company and the Skyworks Notes included herein, as well as the documents incorporated herein by reference and any applicable prospectus supplement.

We have not authorized anyone to provide you with information different from that contained in this Prospectus/Offers to Exchange. We and the dealer manager take no responsibility for, and can provide no assurance as to the reliability of, any other information that others may give you. You should not assume that the information in this Prospectus/Offers to Exchange, any document incorporated herein by reference, or any prospectus supplement is accurate as of any date other than the date of those documents. You should not consider this Prospectus/Offers to Exchange to be an offer or solicitation relating to the securities in any jurisdiction in which such an offer or solicitation relating to the securities is not authorized. Furthermore, you should not consider this Prospectus/Offers to Exchange to be an offer or solicitation relating to the securities offered hereby if the person making the offer or solicitation is not qualified to do so, or if it is unlawful for you to receive such an offer or solicitation.

We are making the Exchange Offers to all holders of Qorvo Notes except those holders who reside in states or other jurisdictions where an offer, solicitation, or sale would be unlawful (or would require further action in order to comply with applicable securities laws).

CAUTIONARY NOTE REGARDING FORWARD-LOOKING STATEMENTS

All statements, other than statements of current or historical fact, contained or incorporated by reference in this Prospectus/Offers to Exchange are forward-looking statements intended to qualify for the safe harbor from liability established by the Private Securities Litigation Reform Act of 1995. These forward-looking statements include information relating to future events, prospects, expectations and results of Skyworks (e.g., certain projections and business trends, including with respect to future sales and revenue, as well as plans for dividend payments). Forward-looking statements can often be identified by words such as "anticipates," "estimates," "expects," "forecasts," "intends," "believes," "plans," "may," "will" or "continue," and similar expressions and variations or negatives of these words. All such statements are subject to certain risks, uncertainties and other important factors that could cause actual results to differ materially and adversely from those projected and may affect our future operating results, financial position and cash flows.

These risks, uncertainties and other important factors include: the risks of doing business internationally, including from trade war or trade protection measures (e.g., tariffs, retaliatory tariffs and other countermeasures or taxes), increased import/export restrictions and controls (e.g., our ability to obtain foreign-sourced raw materials, including from Chinese-based sources, as well as our ability to sell products to certain specified foreign entities only pursuant to a limited export license from the U.S. Department of Commerce), the susceptibility of the semiconductor industry and the markets addressed by our, and our customers', products to economic cycles or changes in economic conditions, including inflation and recession that could result from trade war or trade protection measures; our reliance on a small number of key customers for a large percentage of our sales; decreased gross margins and loss of market share as a result of increased competition; our ability to obtain design wins from customers; our ability to convert design wins into revenue; market acceptance of our products and our customers' products, including market acceptance of new, emerging technologies such as AI; the mix and volume of phone models sold by our largest customer; the potential impacts on our business, reputation, relationships, results of operations, cash flows and financial condition as a result of the Mergers and related transactions with Qorvo; the possibility that expected benefits related to such transactions with Qorvo may not materialize as expected; such transactions with Qorvo being timely completed, if completed at all; regulatory approvals required for the Mergers and related transactions not being timely obtained, if obtained at all, or being obtained subject to conditions; Skyworks or Qorvo's business experiencing disruptions as a result of the Mergers and related transactions or due to transaction-related uncertainty or other factors making it more difficult to maintain relationships with employees, customers, other business partners or governmental entities; Skyworks and Qorvo being unable to successfully implement integration strategies or to achieve expected synergies and operating efficiencies within the expected time-frames or at all; the costs, fees, expenses and other charges related to the Mergers and related transactions with Qorvo, including with respect to any related litigation; reduced flexibility in operating our business as a result of the substantial amount of additional indebtedness we expect to incur in connection with the Mergers and related transactions with Qorvo; delays in the deployment of commercial 5G networks or in consumer adoption of 5G-enabled devices; the volatility of our stock price; changes in laws, regulations and/or policies that could adversely affect our operations and financial results, the economy and our customers' demand for our products, or the financial markets and our ability to raise capital; fluctuations in our manufacturing yields due to our complex and specialized manufacturing processes; our ability to develop, manufacture and market innovative products, avoid product obsolescence, reduce costs in a timely manner, transition our products to smaller geometry process technologies and achieve higher levels of design integration; the quality of our products and any defect remediation costs; our products' ability to perform under stringent operating conditions; the availability and pricing of third-party semiconductor foundry, assembly and test capacity, raw materials, including rare earth and similar minerals, supplier components, equipment and shipping and logistics services, including limits on our customers' ability to obtain such services and materials; risks that we may not be able to optimize our manufacturing footprint and achieve any financial and operational benefits from such efforts, including reducing fixed costs or improving utilization rates, disruptions to our manufacturing processes, including relating to any relocation of our key facilities; our ability to successfully manage our senior management transitions; our ability to retain, recruit and hire key executives or the departure of any such executives, technical personnel and other employees in the positions and numbers, with the experience and capabilities, and at the compensation levels needed to implement our business and product plans; the timing, rescheduling or cancellation of significant customer orders and our ability, as well as the ability of our customers, to manage

inventory; other economic, social, military and geopolitical conditions in the countries in which we, our customers or our suppliers operate, including the conflicts in Ukraine, Iran and other regions in the Middle East, possible disruptions in transportation networks, and fluctuations in foreign currency exchange rates; the effects of global health crises on business conditions in our industry, including the risk of significant disruptions to our business operations, as well as negative impacts to our financial condition; our ability to prevent theft of our intellectual property, disclosure of confidential information or breaches of our information technology systems; uncertainties of litigation, including our ongoing securities litigation, potential disputes over intellectual property infringement and rights, as well as payments related to the licensing and/or sale of such rights; our ability to continue to grow and maintain an intellectual property portfolio and obtain needed licenses from third parties; our ability to make certain investments and acquisitions, integrate companies we acquire and/or enter into strategic alliances. These risks and uncertainties, as well as other risks associated with the Mergers and related transactions, are set forth in or incorporated by reference into this Prospectus/Offers to Exchange in "Risk Factors" beginning on page 17.

The list of factors presented here is considered representative, and no such list should be considered to be a complete statement of all potential risks and uncertainties. Unlisted factors may present significant additional obstacles to the realization of forward-looking statements. Consequences of material differences in results as compared with those anticipated in the forward-looking statements could include, among other things, business disruption, operational problems, financial loss, legal liability to third parties and similar risks, any of which could have a material adverse effect on Skyworks' or Qorvo's consolidated financial condition, results of operations or liquidity. These and other important factors, including those discussed under "Risk Factors" in Skyworks' Annual Report on Form 10-K for the year ended October 3, 2025, as filed with the SEC on November 7, 2025 and Skyworks' Quarterly Reports on Form 10-Q for fiscal quarters ended January 2, 2026 and April 3, 2026, as well as Skyworks' subsequent filings with the SEC, may cause actual results, performance, or achievements to differ materially from those expressed or implied by these forward-looking statements. The forward-looking statements herein are made only as of the date they were first issued, and Skyworks disclaims any intention or obligation to update or revise any forward-looking statements, whether as a result of new information, future events, or otherwise, except as may be required by applicable law or regulation.

SUMMARY

This summary highlights certain information about the Skyworks business and the Exchange Offers and Consent Solicitations. This is a summary of information contained elsewhere in this Prospectus/Offers to Exchange or incorporated by reference herein and does not contain all of the information that you should consider before participating in an Exchange Offer and Consent Solicitation and investing in the Skyworks Notes. For a more complete understanding of the Skyworks business and the Exchange Offers and Consent Solicitations, you should read this entire Prospectus/Offers to Exchange, including the section entitled "Risk Factors" and all documents incorporated by reference herein.

Skyworks Solutions, Inc.

Skyworks is a leading developer, manufacturer and provider of analog and mixed-signal semiconductor products and solutions for numerous applications, including aerospace, automotive, broadband, cellular infrastructure, connected home, defense, entertainment and gaming, industrial, medical, smartphone, tablet, and wearables.

Over the past two decades, Skyworks has made important investments to address key network technologies, from cellular to advanced Wi-Fi®, enhanced GPS, and Bluetooth®, among others. Capitalizing on both organic growth and strategic acquisitions, we are targeting high-growth verticals, while at the same time, seeking to diversify our revenue and customer set.

Targeted investments in next-generation technology and solutions, technical talent, and fabrication capabilities have created the opportunity to expand into high-growth market segments, including electric and hybrid vehicles, industrial and motor control, power supply, 5G wireless infrastructure, optical data communication, data center, automotive, smart home, and several other applications.

Skyworks' key customers include Amazon, Apple Inc., Arcadyan, Arris, Bose, Ciena, Cisco, Ericsson, Fibocom, Garmin, Gemalto (a Thales company), General Electric, Google, Honeywell, Itron, Lenovo, LG Electronics, Microsoft, Motorola, NETGEAR, Nokia, Northrop Grumman, OPPO, Rockwell Collins, Sagemcom, Samsung, Schneider Electric, Sierra Wireless, Sonos, Sony, Technicolor, Telit, Tesla, TP-Link, VIVO, and Xiaomi. Our competitors include Analog Devices, Broadcom, Cirrus Logic, Murata Manufacturing, NXP Semiconductors, Qorvo, Qualcomm, and Texas Instruments.

Skyworks operates worldwide with engineering, manufacturing, sales, and service facilities throughout Asia, Europe, and North America.

Skyworks' principal executive office is located at 5260 California Avenue, Irvine, California 92617, and its telephone number is (949) 231-3000. Its website is www.skyworksinc.com. The information provided on, or accessible through, our Internet website is not part of this Prospectus/Offers to Exchange and, therefore, is not incorporated herein by reference.

The Mergers

On October 27, 2025, the Company entered into the Merger Agreement by and among the Company, Merger Sub I, Merger Sub II and Qorvo, pursuant to which, upon the terms and subject to the conditions set forth therein, Merger Sub I will be merged with and into Qorvo, with Qorvo as the Surviving Corporation and a wholly owned subsidiary of the Company, and immediately following the First Merger, and as the second step in a single integrated transaction with the First Merger, the Surviving Corporation will be merged with and into Merger Sub II, with Merger Sub II as the surviving entity in the Second Merger and a wholly owned subsidiary of the Company.

Completion of the Mergers is subject to customary closing conditions, including (1) the adoption of the Merger Agreement by Qorvo's stockholders and the approval of the issuance of common stock as merger consideration by the Company's stockholders as required under Nasdaq listing rules, which were adopted and approved, respectively, on February 11, 2026, (2) the expiration or early termination of the applicable waiting period under the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended (the "HSR Act"), and the approval of the Mergers under certain other antitrust and foreign investment regimes, (3) the absence of any order, injunction or law prohibiting the Mergers in such jurisdictions,

(4) the effectiveness of the registration statement pursuant to which shares of the Company's common stock to be issued as merger consideration will be registered with the SEC, (5) the accuracy of each party's representations and warranties, subject to certain materiality standards set forth in the Merger Agreement, (6) compliance in all material respects by each party with its obligations under the Merger Agreement, and (7) the absence of a continuing material adverse effect with respect to each party.

The Exchange Offers and Consent Solicitations are conditioned upon the completion of the Mergers, which condition may not be waived by Skyworks. Accordingly, holders of Qorvo Notes will not receive the applicable Consent Payment, Early Participation Premium, Exchange Consideration or Total Consideration with respect to any series of Qorvo Notes unless the Mergers are consummated. There can be no assurance that Skyworks, Merger Sub I, Merger Sub II and Qorvo will be able to consummate the Mergers on a timely basis or at all.

Additional Information on Qorvo, Inc.

Qorvo is a global leader in the development and commercialization of technologies and products for wireless, wired and power markets.

Qorvo is organized into three operating and reportable segments that align its technologies and applications with customers and end markets: High Performance Analog ("HPA"), Connectivity and Sensors Group ("CSG") and Advanced Cellular Group ("ACG").

HPA is a leading global supplier of radio frequency, analog mixed signal and power management solutions. CSG is a leading global supplier of connectivity solutions, with broad expertise spanning ultra-wideband, Matter®, Bluetooth® Low Energy, Zigbee®, Thread®, Wi-Fi® and cellular solutions for the Internet of Things. ACG is a leading global supplier of advanced cellular solutions for smartphones, wearables, laptops, tablets and other devices.

THE EXCHANGE OFFERS AND CONSENT SOLICITATIONS

The following is a brief summary of certain terms of the Exchange Offers and Consent Solicitations. It may not contain all the information that is important to you. For additional information regarding the Exchange Offers, Consent Solicitations and the Skyworks Notes, see "Description of the Exchange Offers and Consent Solicitations" and "Description of the Skyworks Notes."

Skyworks Notes Issuer	Skyworks Solutions, Inc., a Delaware corporation.
Qorvo Notes Issuer	Qorvo, Inc., a Delaware corporation.
Qorvo Notes Guarantees	The Qorvo Notes are guaranteed by certain subsidiaries of Qorvo.
Skyworks Notes Offered	Up to $1,550,000,000 aggregate principal amount of Skyworks Notes, consisting of: • up to $850,000,000 aggregate principal amount of 4.375% Senior Notes due 2029; and • up to $700,000,000 aggregate principal amount of 3.375% Senior Notes due 2031.
Exchange Offers	Skyworks is offering holders of each series of Qorvo Notes the opportunity to exchange any and all of their Qorvo Notes for Skyworks Notes of the corresponding series and cash as indicated in the table on the cover hereof, upon the terms and subject to the conditions set forth in this Prospectus/Offers to Exchange, including the registration statement of which this Prospectus/Offers to Exchange forms a part having been declared effective by the SEC, the consummation of the Mergers and the satisfaction or waiver of the Minimum Participation Condition with respect to the applicable series of Qorvo Notes (such Minimum Participation Condition being waivable by Skyworks in its sole discretion). For each $1,000 principal amount the applicable series of Qorvo Notes validly tendered and not validly withdrawn at or prior to the applicable Early Participation Date, holders of such Qorvo Notes will be eligible to receive the applicable Consent Payment. For each $1,000 principal amount of the applicable series of Qorvo Notes validly tendered and not validly withdrawn at or prior to the applicable Early Participation Date and either (A) not validly withdrawn at or prior to the applicable Expiration Date or (B) if validly withdrawn after the applicable Early Participation Date, validly re-tendered at or prior to the applicable Expiration Date, along with the Early Participation VOI Number corresponding to such re-tendered Qorvo Notes, holders of such Qorvo Notes will be eligible to receive the applicable Early Participation Premium. For each $1,000 principal amount of the applicable series of Qorvo Notes validly tendered and not validly withdrawn at or prior to the applicable Expiration Date and accepted for exchange, holders of such Qorvo Notes will be eligible to receive the applicable Exchange Consideration. The applicable Consent Payment will be paid on the applicable Settlement Date to each holder who is a beneficial owner of the

	applicable series of Qorvo Notes and who validly tendered and did not validly withdraw consents with respect to such Qorvo Notes at or prior to the applicable Early Participation Date as of 5:00 p.m., New York City time, even if such holder has withdrawn such Qorvo Notes after the applicable Early Participation Date or such holder is no longer the beneficial owner of such Qorvo Notes on the applicable Expiration Date. See "— Consent Payment," "— Exchange Consideration" and "— Total Consideration" below.
Denomination	The Skyworks Notes will only be issued in minimum denominations of $2,000 and integral multiples of $1,000 in excess thereof. No tender of Qorvo Notes will be accepted if it results in the issuance of less than $2,000 principal amount of the applicable series of Skyworks Notes. If, pursuant to an Exchange Offer, a tendering holder would otherwise be entitled to receive a principal amount of the applicable series of Skyworks Notes that is not equal to $2,000 or an integral multiple of $1,000 in excess thereof, such principal amount will be rounded down to the nearest $2,000 or integral multiple of $1,000 in excess thereof, and such holder will receive the rounded principal amount of such Skyworks Notes plus cash equal to the principal amount of such Skyworks Notes not received as a result of rounding down. For avoidance of doubt, no accrued interest will be paid on the principal amount of such Skyworks Notes as a result of rounding down.
Consent Solicitations	Concurrently with the Exchange Offers, upon the terms and subject to the conditions set forth in this Prospectus/Offers to Exchange, Skyworks, on behalf of Qorvo, is soliciting consents from the holders of each series of Qorvo Notes to amend the Qorvo Indentures to adopt the Proposed Amendments with respect to each series of Qorvo Notes. Holders of Qorvo Notes may deliver their consent to the Proposed Amendments only by tendering Qorvo Notes of the applicable series. Holders may not deliver a consent in a Consent Solicitation without tendering Qorvo Notes of the applicable series in the corresponding Exchange Offer. If a holder tenders Qorvo Notes in an Exchange Offer, such holder will be deemed to have delivered its consent, with respect to the principal amount of such tendered Qorvo Notes, to the Proposed Amendments to such series of Qorvo Notes.
Proposed Amendments	If consents sufficient to effect the Proposed Amendments with respect to a series of Qorvo Notes are received hereunder, the Qorvo Indenture with respect to such series will be amended to, among other things, eliminate substantially all of the restrictive covenants, certain affirmative covenants described herein and certain of the events which may lead to an "Event of Default" (as defined in the Qorvo Indentures), among other changes. See "The Proposed Amendments". The Proposed Amendments require the consent of the holders of at least a majority in aggregate principal amount of the Qorvo Notes outstanding under the applicable Qorvo Indenture.
Consent Payment	For each $1,000 principal amount of the applicable series of Qorvo Notes validly tendered and not validly withdrawn at or

	prior to the applicable Early Participation Date, holders of such Qorvo Notes will be eligible to receive a cash payment of an amount equal to the product of $2.50 multiplied by a fraction, the numerator of which is the aggregate principal amount of such series of Qorvo Notes outstanding as of such Early Participation Date and the denominator of which is the aggregate principal amount of such series of Qorvo Notes validly tendered and not validly withdrawn at or prior to such Early Participation Date. For the avoidance of doubt, consents may not be revoked after the applicable Consent Revocation Deadline. If the applicable Exchange Offer is completed, the applicable Consent Payment will be paid only to holders who had validly tendered and not validly withdrawn their Qorvo Notes in such Exchange Offer at or prior to the applicable Early Participation Date, even if such holders have withdrawn such Qorvo Notes after such Early Participation Date. Holders who validly tender their Qorvo Notes after such Early Participation Date but before the applicable Expiration Date will not be eligible to receive the applicable Consent Payment. The applicable Consent Payment will be paid on the applicable Settlement Date to each holder who is a beneficial owner of the applicable series of Qorvo Notes and who validly tendered and did not validly withdraw consents with respect to such Qorvo Notes at or prior to such Early Participation Date as of 5:00 p.m., New York City time, even if such holder has withdrawn such Qorvo Notes after such Early Participation Date or such holder is no longer the beneficial owner of such Qorvo Notes on the applicable Expiration Date. See "Description of the Exchange Offers and Consent Solicitations — Consent Payment."
Early Participation Premium	For each $1,000 principal amount of the applicable series of Qorvo Notes validly tendered and not validly withdrawn at or prior to the applicable Early Participation Date and accepted for exchange, holders of such Qorvo Notes will be eligible to receive an Early Participation Premium with respect to such Qorvo Notes, payable in principal amount of the applicable series of Skyworks Notes, equal to $50.00; provided that such Qorvo Notes held by the applicable holder have been validly tendered and not validly withdrawn at or prior to such Early Participation Date and either (A) such holder has not validly withdrawn such Qorvo Notes at or prior to the applicable Expiration Date or (B) if such Qorvo Notes have been validly withdrawn at or prior to the applicable Expiration Date, such holder, at or prior to such Expiration Date, (i) has validly re-tendered, and has not validly withdrawn, such Qorvo Notes and (ii) submitted the Early Participation VOI Number with respect to such re-tendered Qorvo Notes. For the avoidance of doubt, a holder that acquires Qorvo Notes with an Early Participation VOI Number after the applicable Early Participation Date and validly tenders and does not validly withdraw such Qorvo Notes at or prior to the applicable Expiration Date, and submits with such tender a valid Early Participation VOI Number with respect to such tendered Qorvo Notes, is eligible to receive the Early Participation Premium in addition to the Exchange Consideration (as defined herein)

	with respect to such Qorvo Notes. To the extent a holder tenders or re-tenders Qorvo Notes at or prior to the applicable Expiration Date with an Early Participation VOI Number that does not match the aggregate principal amount of the applicable series of Qorvo Notes validly tendered, the tender may be rejected or consideration received by such holder may be modified. See "Description of the Exchange Offers and Consent Solicitations — Procedures for Re-Tendering and VOI Numbers" for more information. If any such holder wishes to withdraw such Qorvo Notes from the tender that are evidenced by an Early Participation VOI Number as described above after the applicable Early Participation Date and subsequently re-tender or transfer such Qorvo Notes, it will need to contact its broker or custodian to obtain such Early Participation VOI Number to be eligible to receive or transfer the right to receive the Early Participation Premium with respect to the aggregate principal amount of Qorvo Notes of the applicable series evidenced by such Early Participation VOI Number.
Soliciting Dealer Fee	Skyworks will pay a Soliciting Dealer Fee of $2.50 for each $1,000 principal amount of the applicable series of Qorvo Notes validly tendered and not validly withdrawn at or prior to the applicable Early Participation Date to retail brokers that are appropriately designated by their tendering holder clients to receive this fee, provided that such fee will only be paid with respect to tenders by holders whose aggregate principal amount of the Qorvo Notes is $250,000 or less. See "Description of the Exchange Offers and Consent Solicitations — Soliciting Dealer Fee."
Total Consideration	The Total Consideration with respect to the applicable series of Qorvo Notes is comprised of the Consent Payment, Early Participation Premium and Exchange Consideration with respect to such series. To receive the applicable Consent Payment, holders must validly tender and not validly withdraw their applicable Qorvo Notes at or prior to the applicable Early Participation Date. To receive the applicable Early Participation Premium, holders must have validly tendered and not validly withdrawn their applicable Qorvo Notes at or prior to the applicable Early Participation Date and either (A) must not validly withdraw such Qorvo Notes between such Early Participation Date and the applicable Expiration Date or (B) if such holder has validly withdrawn such Qorvo Notes after such Early Participation Date, validly re-tender (and not validly withdraw) such Qorvo Notes at or prior to such Expiration Date, along with the Early Participation VOI Number corresponding to such re-tendered Qorvo Notes. To receive the Exchange Consideration, holders must validly tender and not validly withdraw their applicable Qorvo Notes at or prior to the applicable Expiration Date. For the avoidance of doubt, unless the applicable Exchange Offer is amended, in no event will any holder of Qorvo Notes receive more than $1,000 aggregate principal amount of Skyworks

	Notes for each $1,000 aggregate principal amount of Qorvo Notes accepted for exchange. The applicable Consent Payment will be paid on the applicable Settlement Date to each holder who is a beneficial owner of the applicable series of Qorvo Notes and who validly tendered and did not validly withdraw consents with respect to such Qorvo Notes at or prior to the applicable Early Participation Date as of 5:00 p.m., New York City time, even if such holder has withdrawn such Qorvo Notes after such Early Participation Date or such holder is no longer the beneficial owner of such Qorvo Notes on such Expiration Date. See "Description of the Exchange Offers and the Consent Solicitations — Total Consideration." For the avoidance of doubt, consents may not be revoked after the applicable Consent Revocation Deadline.
Exchange Consideration	For each $1,000 principal amount of the applicable series of Qorvo Notes validly tendered and not validly withdrawn at or prior to the applicable Expiration Date and accepted for exchange, holders of the applicable series of Qorvo Notes will be eligible to receive $950.00 principal amount of the corresponding series of Skyworks Notes. See "Description of the Exchange Offers and the Consent Solicitations — Exchange Consideration."
Accrued and Unpaid Interest	No accrued and unpaid interest is payable upon acceptance of any Qorvo Notes for exchange in the applicable Exchange Offer and Consent Solicitation. However, the first interest payment on each series of Skyworks Notes will include the accrued and unpaid interest on the corresponding series of Qorvo Notes tendered in exchange therefor so that a tendering holder will be eligible to receive the same interest payment it would have received had such Qorvo Notes not been tendered in the applicable Exchange Offer and Consent Solicitation; *provided* that the amount of accrued and unpaid interest shall only be equal to the accrued and unpaid interest on the principal amount of such Qorvo Notes equal to the aggregate principal amount of the applicable series of Skyworks Notes a holder receives, which may be less than the principal amount of corresponding Qorvo Notes tendered for exchange. For the avoidance of doubt, to the extent an interest payment date for the Qorvo Notes occurs at or prior to the applicable Settlement Date, holders who validly tendered and did not validly withdraw such Qorvo Notes in the applicable Exchange Offer and Consent Solicitation will receive accrued and unpaid interest on such interest payment date as required by the terms of the applicable Qorvo Indenture.
Consent Revocation Deadline	The earlier of (i) 5:00 p.m., New York City time, on June 11, 2026, unless extended or terminated, and (ii) the date the supplemental indenture to the applicable Qorvo Indenture implementing the Proposed Amendments with respect to the applicable series of Qorvo Notes is executed. At any time at or prior to the applicable Expiration Date, if Qorvo receives valid consents sufficient to effect the Proposed Amendments with respect to a series of Qorvo Notes, Qorvo and

	the Qorvo Trustee may execute and deliver a supplemental indenture relating to the Proposed Amendments with respect to such Qorvo Notes, that will be effective upon execution but will only become operative upon the Settlement Date of the applicable Exchange Offer; provided that, the amendment removing Section 4.14 of the applicable Qorvo Indenture shall become operative immediately prior to the consummation of the Mergers. Skyworks reserves the right to extend the applicable Consent Revocation Deadline with respect to an Exchange Offer and Consent Solicitation without extending the Consent Revocation Deadline for the other Exchange Offer and Consent Solicitation.
Early Participation Date	5:00 p.m., New York City time, on June 11, 2026 unless extended or terminated with respect to an Exchange Offer and Consent Solicitation by Skyworks. Skyworks reserves the right to extend the Early Participation Date with respect to an Exchange Offer and Consent Solicitation without extending the Early Participation Date for the other Exchange Offer and Consent Solicitation.
Expiration Date	Each Exchange Offer will expire at 5:00 p.m., New York City time, on September 1, 2026, and may be extended in the sole discretion of Skyworks (which right is subject to applicable law). The Expiration Date of each Exchange Offer is expected to be extended, if necessary, to occur on or about the closing of the Mergers. Each Consent Solicitation will also expire at the applicable Expiration Date. Skyworks reserves the right to extend the Expiration Date with respect to an Exchange Offer and Consent Solicitation without extending the Expiration Date for the other Exchange Offer and Consent Solicitation.
Settlement Date	The Settlement Date for each Exchange Offer and Consent Solicitation will be promptly following the applicable Expiration Date and is expected to occur no earlier than the second business day after the closing of the Mergers.
Withdrawal of Tenders and Revocation of Consents	Tenders of Qorvo Notes in the Exchange Offers may be validly withdrawn at any time at or prior to the applicable Expiration Date, except in certain limited circumstances as set forth herein; provided that, if we have not yet accepted Qorvo Notes for exchange, tenders of Qorvo Notes may also be validly withdrawn at any time after 12:00 Midnight, New York City time, on August 17, 2026, the 60th day following the commencement of the Exchange Offers, pursuant to Section 14(d)(5) of the Exchange Act (as applicable to the Exchange Offers by way of Rule 162(a)(2) under the Exchange Act). A valid withdrawal of tendered Qorvo Notes at or prior to the applicable Consent Revocation Deadline will also constitute the revocation of the related consent to the Proposed Amendments to such series of Qorvo Notes. See "Description of the Exchange Offers and Consent Solicitations — Withdrawal of Tenders and Revocation of Consents."

	For the avoidance of doubt, consents may not be revoked after the applicable Consent Revocation Deadline. Skyworks may extend the applicable Early Participation Date and/or the applicable Consent Revocation Deadline without extending the applicable Withdrawal Deadline, unless required by law. Skyworks reserves the right to extend the Withdrawal Deadline with respect to an Exchange Offer and Consent Solicitation without extending the Withdrawal Deadline for the other Exchange Offer and Consent Solicitation.
Conditions to the Exchange Offers and Consent Solicitations	The Exchange Offers and Consent Solicitations are conditioned upon, among other things, (i) the Minimum Participation Condition with respect to the applicable series of Qorvo Notes, (ii) the registration statement of which this Prospectus/Offers to Exchange forms a part having been declared effective by the SEC and (iii) the closing of the Mergers, as discussed in this Prospectus/Offers to Exchange under the heading "Description of the Exchange Offers and Consent Solicitations — Conditions to the Exchange Offers and Consent Solicitations." **Skyworks may generally waive any such condition at any time with respect to an Exchange Offer and Consent Solicitation but may not waive the conditions that the registration statement of which this Prospectus/Offers to Exchange forms a part shall have been declared effective by the SEC or the Mergers shall have been consummated.** Any waiver of a condition by Skyworks with respect to an Exchange Offer will automatically waive such condition with respect to the corresponding Consent Solicitation, as applicable. In addition, Skyworks may amend the terms of either Exchange Offer or Consent Solicitation without amending the terms of the other Exchange Offer or Consent Solicitation. Any amendment of the terms of an Exchange Offer by Skyworks will automatically amend such terms with respect to the corresponding Consent Solicitation, as applicable. If the conditions to any of the Exchange Offers and Consent Solicitations are not satisfied or waived on or prior to the applicable Expiration Date, Skyworks reserves the right to terminate the applicable Exchange Offer, or extend (subject to applicable law) such Expiration Date, until such conditions are satisfied or waived. The Exchange Offers and Consent Solicitations are independent of each other, and Skyworks may complete either of the Exchange Offers or Consent Solicitations without completing the other Exchange Offer or Consent Solicitation. Neither of the Exchange Offers nor Consent Solicitations is subject to a financing condition. Skyworks may complete each Exchange Offer even if valid consents sufficient to effect the Proposed Amendments to the applicable Qorvo Indenture are not received. See "Description of the Exchange Offers and Consent Solicitations — Conditions to the Exchange Offers and Consent Solicitations."
Termination; Extension; Amendment	Skyworks, in its sole discretion (which right is subject to applicable law), may extend the applicable Early Participation Date, the

	applicable Withdrawal Deadline, and the applicable Expiration Date with respect to the Exchange Offers and Consent Solicitations, subject to applicable law. Any extension of such Early Participation Date, such Withdrawal Deadline, or such Expiration Date with respect to the applicable Consent Solicitation by Skyworks will automatically extend such Early Participation Date, such Withdrawal Deadline, or such Expiration Date, as applicable, with respect to the corresponding Exchange Offer. Any extension of the applicable Early Participation Date, the applicable Withdrawal Deadline, or the applicable Expiration Date with respect to the applicable Exchange Offer by Skyworks will automatically extend such Early Participation Date, such Withdrawal Deadline, or such Expiration Date, as applicable, with respect to the applicable Consent Solicitation. Subject to applicable law, Skyworks expressly reserves the right, with respect to either or both of the Exchange Offers, to: (i) delay accepting any Qorvo Notes, extend any Exchange Offer or terminate any Exchange Offer and not accept any Qorvo Notes or (ii) amend, modify or waive in part or whole, at any time, or from time to time, the terms of any Exchange Offer in any respect, including waiver of any conditions to consummation of the applicable Exchange Offer (other than the conditions that the registration statement of which this Prospectus/Offers to Exchange forms a part shall have been declared effective by the SEC or the Mergers shall have been consummated). Any such delay, extension, termination, amendment, modification or waiver with respect to either Exchange Offer by Skyworks will automatically delay, extend, terminate, amend, modify or waive the conditions precedent to the corresponding Consent Solicitation. See "Description of the Exchange Offers and Consent Solicitations — Consent Revocation Deadline; Early Participation Date; Expiration Date; Extensions; Amendments; Termination."
Procedures for Tendering	If you wish to participate in an Exchange Offer and Consent Solicitation and your Qorvo Notes are held by a custodial entity, such as a commercial bank, broker, dealer, trust company or other nominee, you must instruct that custodial entity to tender your Qorvo Notes on your behalf pursuant to the procedures of that custodial entity. Please ensure that you contact your custodial entity as soon as possible to give them sufficient time to meet your requested deadline. **Beneficial owners are urged to appropriately instruct their commercial bank, broker, custodian or other nominee at least five (5) business days prior to the applicable Early Participation Date or the applicable Expiration Date, as applicable, in order to allow adequate processing time for their instruction.** In the ordinary course, when notes are tendered by (or on behalf of) a holder, a VOI number is automatically generated and is available to the tendering custodian or broker of such holder. Each holder that validly tenders and does not validly withdraw Qorvo Notes at or prior to the applicable Early Participation Date will receive a unique VOI number with respect to the aggregate principal amount of the applicable series of Qorvo Notes that such holder validly tendered at or prior to such Early Participation Date and such VOI number shall evidence that such holder was

	the holder of record of such Qorvo Notes as of such Early Participation Date (referred to herein as the Early Participation VOI Number). If any such holder wishes to withdraw Qorvo Notes that are evidenced by an Early Participation VOI Number from the applicable Exchange Offer after such Early Participation Date and subsequently re-tender or transfer such Qorvo Notes, it will need to contact its broker or custodian to obtain such Early Participation VOI Number to be eligible to receive or transfer the right to receive the applicable Early Participation Premium with respect to the aggregate principal amount of Qorvo Notes evidenced by such Early Participation VOI Number. See "Description of the Exchange Offers and Consent Solicitations — Procedures for Re-Tendering and VOI Numbers" for further information on how to tender Qorvo Notes after such Early Participation Date to be eligible to receive the applicable Early Participation Premium and Exchange Consideration. Note that in all cases where a holder is tendering an aggregate principal amount of Qorvo Notes in excess of what was initially tendered and for which an Early Participation VOI Number was received, such holder must make two separate elections when re-tendering following such Early Participation Date, one election with an aggregate principal amount of Qorvo Notes that matches the Early Participation VOI Number, and another with the remainder aggregate principal amount of Qorvo Notes, in order to avoid the tender being rejected. Each Early Participation VOI Number will only be valid for up to the aggregate principal amount of Qorvo Notes to which it corresponds and will be applied on a first-use basis up to such amount if multiple holders validly tender Qorvo Notes along with the same Early Participation VOI Number, and in all cases, acceptance of any given Early Participation VOI Number is subject to the discretion of Skyworks in all respects. Custodial entities that are participants in DTC must tender Qorvo Notes through ATOP maintained by DTC. There is no letter of transmittal associated with the Exchange Offers and Consent Solicitations. Skyworks has not provided guaranteed delivery procedures in conjunction with the Exchange Offers and Consent Solicitations.
Consequences of Failure to Exchange	If your Qorvo Notes are not exchanged for corresponding Skyworks Notes in the applicable Exchange Offer, you will not receive the benefit of having Skyworks as the primary obligor of your notes. If the Proposed Amendments with respect to a series of Qorvo Notes are adopted and the Mergers are consummated, the amendments will apply to the Qorvo Notes issued pursuant to the applicable Qorvo Indenture that are not acquired in the Exchange Offer, even though the holders of those Qorvo Notes did not consent to such Proposed Amendments. Thereafter, all such Qorvo Notes will be governed by the applicable Qorvo Indenture as amended by such Proposed Amendments, which will have less restrictive terms and afford reduced protections to the holders thereof compared to those currently in the applicable Qorvo Indenture. In particular, holders of Qorvo Notes

	governed by such Qorvo Indenture as amended by such Proposed Amendments will no longer be entitled to the benefits of various covenants and other provisions currently included in such Qorvo Indenture. In addition, the trading market for any remaining Qorvo Notes of a series may also be more limited than it is at present, and the smaller outstanding principal amount of such Qorvo Notes (that are not held by Skyworks following consummation of the applicable Exchange Offer) may make the trading price of any Qorvo Notes of such series that are not tendered and accepted for exchange more volatile. Consequently, the liquidity, market value and price volatility of Qorvo Notes of such series that remain outstanding may be materially and adversely affected. Therefore, if your Qorvo Notes of such series are not tendered and accepted in the Exchange Offer with respect to such series of Qorvo Notes, it may become more difficult for you to sell or transfer your Qorvo Notes of such series. Furthermore, it is expected that certain credit ratings on such Qorvo Notes will be withdrawn after the completion of such Exchange Offer, which could materially adversely affect the market price for such Qorvo Notes. Skyworks cannot assure holders of the Qorvo Notes that existing rating agency ratings for any Qorvo Notes will be maintained, or that rating agencies will continue to rate the Qorvo Notes. See "Risk Factors — Risks Related to the Exchange Offers and Consent Solicitations — The Proposed Amendments to the Qorvo Indentures will afford reduced protection to remaining holders of Qorvo Notes" and "Risk Factors — Risks Related to the Exchange Offers and Consent Solicitations — Skyworks cannot assure holders of the Qorvo Notes that existing rating agency ratings for the Qorvo Notes will be maintained, or that rating agencies will continue to rate the Qorvo Notes."
Brokerage Fees and Commissions	No brokerage fees or commissions are payable by the holders of the Qorvo Notes to the Dealer Manager, the Exchange Agent, Skyworks, or Qorvo in connection with the Exchange Offers and Consent Solicitations. If a tendering holder handles the transaction through its broker, dealer, commercial bank, trust company or other institution, that holder may be required to pay brokerage fees or commissions.
U.S. Federal Income Tax Considerations	For a discussion of certain U.S. federal income tax considerations of the Exchange Offers and Consent Solicitations, see "U.S. Federal Income Tax Considerations." Holders should consult their own tax advisors about the tax consequences of the Exchange Offers and Consent Solicitations.
Use of Proceeds	Neither of Skyworks nor Qorvo will receive any cash proceeds from the Exchange Offers and Consent Solicitations. See "Use of Proceeds."
Exchange Agent and Information Agent	Global Bondholder Services Corporation is serving as the exchange agent (the "Exchange Agent") and information agent

	(the "Information Agent") in connection with the Exchange Offers and Consent Solicitations. The address, email address and telephone numbers of the Information Agent are listed on the back cover of this Prospectus/Offers to Exchange.
Dealer Manager	Goldman Sachs & Co. LLC is serving as the dealer manager. The address and telephone number of Goldman Sachs & Co. LLC is listed on the back cover page of this Prospectus/Offers to Exchange.
No Recommendation	None of Skyworks, Qorvo, the Dealer Manager, the Information Agent, the Exchange Agent, the Qorvo Trustee or the Skyworks Trustee makes any recommendation in connection with the Exchange Offers or Consent Solicitations as to whether any Qorvo holder should tender or refrain from tendering all or any portion of the principal amount of that holder's Qorvo Notes (and in so doing, consent to the adoption of the Proposed Amendments to the Qorvo Indentures), and no one has been authorized by any of them to make such a recommendation.
Further Information	Questions or requests for assistance related to the Exchange Offers and Consent Solicitations or for additional copies of this Prospectus/Offers to Exchange may be directed to the Information Agent at its telephone numbers and address listed on the back cover page of this Prospectus/Offers to Exchange. You may also contact your broker, dealer, commercial bank, trust company or other nominee for assistance concerning the Exchange Offers and Consent Solicitations. The contact information for Goldman Sachs & Co. LLC and the Exchange Agent is set forth on the back cover page of this Prospectus/Offers to Exchange. See also "Where You Can Find More Information and Incorporation by Reference."

We may be required to amend or supplement this Prospectus/Offers to Exchange at any time to add, update or change the information contained in this Prospectus/Offers to Exchange. You should read this Prospectus/Offers to Exchange and any amendment or supplement hereto, together with the documents incorporated by reference herein and the additional information described under "Where You Can Find More Information."

THE SKYWORKS NOTES

The following summary contains basic information about the Skyworks Notes and is not intended to be complete. It does not contain all the information that is important to you. For a more complete understanding of the Skyworks Notes, please refer to "Description of the Skyworks Notes."

Issuer	Skyworks Solutions, Inc., a Delaware corporation.
Securities Offered	Up to $1,550,000,000 aggregate principal amount of Skyworks Notes, consisting of: • up to $850,000,000 aggregate principal amount of 4.375% Senior Notes due 2029 (the "Skyworks 2029 Notes"); and • up to $700,000,000 aggregate principal amount of 3.375% Senior Notes due 2031 (the "Skyworks 2031 Notes").
Interest Rates; Interest Payment Dates; Maturity Dates	The Skyworks 2029 Notes will have the same interest rate (4.375%), interest payment dates (April 15 and October 15) and maturity date (October 15, 2029) as the Qorvo 2029 Notes for which they are being offered in exchange. The Skyworks 2031 Notes will have the same interest rate (3.375%), interest payment dates (April 1 and October 1) and maturity date (April 1, 2031) as the Qorvo 2031 Notes for which they are being offered in exchange. The first interest payment on any Skyworks Notes will include the accrued and unpaid interest on the Qorvo Notes of the applicable series tendered in exchange therefor so that a tendering holder will be eligible to receive the same interest payment it would have received had such Qorvo Notes not been tendered in the applicable Exchange Offer and Consent Solicitation; *provided* that the amount of accrued and unpaid interest shall only be equal to the accrued and unpaid interest on the principal amount of such Qorvo Notes equal to the aggregate principal amount of the applicable series of Skyworks Notes a holder receives, which may be less than the principal amount of corresponding Qorvo Notes tendered for exchange. For the avoidance of doubt, to the extent an interest payment date for the Qorvo Notes occurs prior to the applicable Settlement Date, holders who validly tendered and did not validly withdraw such Qorvo Notes in the applicable Exchange Offer and Consent Solicitation will receive accrued and unpaid interest on such interest payment date as required by the terms of the applicable Qorvo Indenture.
Optional Redemption	Prior to the applicable Par Call Date (as defined below), Skyworks may redeem the Skyworks 2029 Notes or the Skyworks 2031 Notes at its option at any time, and from time to time, in whole or in part. If Skyworks elects to redeem the Skyworks Notes prior to the applicable Par Call Date, it will pay a redemption price (expressed as a percentage of principal amount and rounded to three decimal places) equal to the greater of: (1) (a) the sum of the present values of the remaining scheduled payments of principal and interest thereon discounted to the redemption date (assuming the applicable series of Skyworks Notes matured on the applicable Par Call Date)

	on a semi-annual basis (assuming a 360-day year consisting of twelve 30-day months) at the Treasury Rate (as defined in "*Description of the Skyworks Notes*") plus 15 basis points (in the case of the Skyworks 2029 Notes) or 20 basis points (in the case of the Skyworks 2031 Notes), in each case less (b) interest accrued to the date of redemption, and (2) 100% of the principal amount of the applicable series of Skyworks Notes to be redeemed, plus, in each case, accrued and unpaid interest thereon to, but not including, the redemption date. In addition, at any time and from time to time, on or after the applicable Par Call Date, Skyworks may redeem the Skyworks 2029 Notes or the Skyworks 2031 Notes at its option, either in whole or in part, at a redemption price equal to 100% of the aggregate principal amount of the applicable series of Skyworks Notes to be redeemed on the redemption date, plus accrued and unpaid interest on such Skyworks Notes to, but not including, the redemption date. "Par Call Dates" means, with respect to the Skyworks 2029 Notes, July 15, 2029 and, with respect to the Skyworks 2031 Notes, January 1, 2031 (in each case, the date that is three (3) months before the maturity date of the applicable series of Skyworks Notes). See "*Description of Skyworks Notes Optional Redemption*."
Certain Covenants	The indenture governing the Skyworks Notes will contain certain covenants that will limit, among other things, our ability and the ability of our subsidiaries to: • incur liens on certain properties to secure debt; • engage in sale-leaseback transactions; and • merge or consolidate with another entity or sell, lease or transfer substantially all of our properties or assets to another entity. These covenants are subject to a number of important exceptions and limitations, which are described in "Description of the Skyworks Notes — Certain Covenants."
Change of Control Repurchase Event	If Skyworks experiences a change of control repurchase event with respect to a series of Skyworks Notes (as defined under "Description of the Skyworks Notes — Purchase of Skyworks Notes Upon a Change of Control Repurchase Event"), Skyworks will be required to make an offer to repurchase the Skyworks Notes of such series at a price equal to 101% of their principal amount thereof, plus accrued and unpaid interest thereon to, but not including, the repurchase date. See "Description of Skyworks Notes — Purchase of Skyworks Notes Upon a Change of Control Repurchase Event" in this Prospectus/Offers to Exchange.
Use of Proceeds	Neither of Skyworks or Qorvo will receive any cash proceeds from the issuance of the Skyworks Notes in connection with the Exchange Offers and Consent Solicitations.

Priority	The Skyworks Notes will be Skyworks' senior unsecured obligations. They will rank equally in right of payment with all of Skyworks' existing and future senior unsecured and unsubordinated indebtedness, but effectively junior to any senior secured indebtedness, to the extent of the value of the collateral securing such indebtedness, and will be structurally subordinated to all existing and future obligations of our subsidiaries. • The indenture that will govern the Skyworks Notes will not restrict Skyworks' ability or the ability of its subsidiaries to incur other secured or unsecured indebtedness, *provided* that, subject to significant exceptions, Skyworks may not incur certain liens unless the Skyworks Notes and other debt securities that may be issued under the indenture are secured equally and ratably with or prior to that other secured indebtedness. As of April 3, 2026, on a pro forma as adjusted basis, assuming full participation in the Exchange Offers on or prior to the Early Participation Date and giving effect to the Mergers, Skyworks would have had approximately $4.79 billion of unsecured, unsubordinated indebtedness outstanding and no secured indebtedness outstanding.
Denominations	The Skyworks Notes will be issued only in minimum denominations of $2,000 and integral multiples of $1,000 in excess of $2,000.
Form of Note	Skyworks will issue the Skyworks Notes in the form of one or more fully registered global notes registered in the name of DTC or its nominee. See "Book-Entry Issuance."
Governing Law	State of New York.
Trustee	U.S. Bank National Association.
Risk Factors	For certain risks related to the Skyworks Notes and the Exchange Offers and Consent Solicitations, please read the section entitled "Risk Factors" in this Prospectus/Offers to Exchange.

RISK FACTORS

Investing in the Skyworks Notes involves risks. You should consider carefully the information set forth in this section and all the other information provided to you or incorporated by reference in this Prospectus/Offers to Exchange before deciding whether to participate in the Exchange Offers and Consent Solicitations. You also should read and consider the risk factors contained in (i) the Skyworks Annual Reports on Form 10-K for the fiscal year ended October 3, 2025 and Skyworks' Quarterly Reports on Form 10-Q for fiscal quarters ended January 2, 2026 and April 3, 2026, and (ii) future filings of Skyworks with the SEC, each of which is on file or will be filed with the SEC and is incorporated by reference into this Prospectus/Offers to Exchange.

Risks Related to the Mergers

The consummation of the Mergers is contingent upon the satisfaction of a number of conditions that may be outside of Qorvo or Skyworks' control and that Qorvo and Skyworks may be unable to satisfy, or that may delay the consummation of the Mergers or result in the imposition of conditions that could reduce the anticipated benefits from the Mergers or cause the parties to abandon the Mergers.

The consummation of the Mergers is subject to certain closing conditions, some of which are beyond Qorvo or Skyworks' control including, among others, (1) the adoption of the Merger Agreement by Qorvo's stockholders and the approval of the issuance of common stock as merger consideration by the Company's stockholders as required under Nasdaq listing rules, which were adopted and approved, respectively, on February 11, 2026, (2) the expiration or early termination of the applicable waiting period under the HSR Act, and the approval of the Mergers under certain other antitrust and foreign investment regimes, (3) the absence of any order, injunction or law prohibiting the Mergers in such jurisdictions, (4) the effectiveness of the registration statement pursuant to which shares of the Company's common stock to be issued as merger consideration will be registered with the SEC, (5) the accuracy of each party's representations and warranties, subject to certain materiality standards set forth in the Merger Agreement, (6) compliance in all material respects by each party with its obligations under the Merger Agreement, and (7) the absence of a continuing material adverse effect with respect to each party.

While each of Skyworks and Qorvo have agreed in the Merger Agreement to use reasonable best efforts to satisfy the closing conditions, Skyworks and Qorvo, as applicable, may not be successful in their efforts to do so. While the Mergers are expected to close early in calendar year 2027, we are increasingly hopeful that we could close the Mergers in late 2026. However, there is no assurance we will consummate the Mergers by the current Expiration Date and in such event we would expect to continue to extend the Expiration Date until such time as the Mergers close or the Merger Agreement is terminated and, as a result, there could be a significant amount of time between the commencement of the Exchange Offers, Consent Revocation Deadline, Early Participation Date and the Settlement Date. Furthermore, the failure to satisfy all of the required conditions under the Merger Agreement could delay the consummation of the Mergers for a significant period of time or prevent consummation from occurring at all. Any delay in consummating the Mergers could cause Skyworks and Qorvo not to realize some or all of the benefits, or realize them on a different timeline than expected, that Skyworks or Qorvo, as applicable, expects to achieve if the Mergers are successfully consummated within the expected timeframe. There can be no assurance that the conditions in the Merger Agreement will be satisfied or (to the extent permitted) waived or that the Mergers will be consummated.

In addition, each of Skyworks and Qorvo may terminate the Merger Agreement under certain specified circumstances, including, but not limited to, (a) if the Mergers are not consummated by 11:59 p.m., Pacific Time on April 27, 2027 (as such date may be extended, the "Outside Date"), which date may be extended to 11:59 p.m., Pacific Time on July 27, 2027 and to 11:59 p.m., Pacific Time on October 27, 2027, in each case under certain circumstances, (b) if any specified governmental authority has issued a final non-appealable order or injunction prohibiting the Mergers, (c) if either Qorvo or Skyworks, as applicable, fails to obtain the requisite approval of its stockholders, (d) in order to accept a superior proposal or (e) if Qorvo or Skyworks, as applicable, materially breaches its covenants or its representations and warranties in the Merger Agreement such that the applicable conditions to the closing of the Mergers would not be satisfied, subject in certain cases to the right of the breaching party to cure the breach. Qorvo and Skyworks may also terminate the Merger Agreement by mutual written consent.

Upon termination of the Merger Agreement, each of Qorvo and Skyworks under specified circumstances, including termination by such party to accept a superior proposal or termination by the other party upon a change in such party's board of directors' recommendation to its stockholders, will be required to pay the other party a termination fee of $298,692,098. Additionally, Skyworks, under specified circumstances, including termination following the entry of an injunction issued in connection with certain antitrust laws or investment screening laws, or the failure to receive certain required regulatory approvals from specified governmental authorities by the Outside Date, will be required to pay Qorvo a termination fee of $100 million.

As a condition to granting the required clearance under the HSR Act, the Federal Trade Commission or the governmental bodies responsible for the enforcement of certain other antitrust and foreign direct investment regimes may impose limitations or costs, require divestitures or place restrictions on the conduct of the combined company after the closing of the Mergers; provided, however, that Skyworks and its subsidiaries will not be required to: (a) sell, assign, transfer, divest, restructure, hold separate or otherwise dispose of any assets, business or portion of business of Qorvo or Skyworks, other than the sale, assignment, transfer, divestiture, restructuring, holding separate or other disposal of any product line or product lines that, individually or in the aggregate, represent less than $100 million in annual revenue; or (b) take, or cause to be taken, the imposition of any restriction, requirement or behavioral or commercial limitation on the operation of the business or portion of the business of Qorvo, Skyworks or the combined company or any other action, that, in the case of this clause (b) only, individually or in the aggregate, would be material to the combined company.

Similarly, delays in the consummation of the Mergers could, among other things, result in additional transaction costs, loss of revenue, or other negative effects associated with uncertainty about consummation of the Mergers.

The Mergers are subject to the receipt of the requisite regulatory approvals, which requisite regulatory approvals may never be obtained, therefore preventing consummation of the Mergers. In addition, in granting such approvals, regulatory authorities may impose conditions that could have a significant adverse effect on Skyworks, Qorvo or the combined company and the expected benefits of the Mergers therefore preventing consummation of the Mergers.

Before the Mergers may be consummated, the requisite regulatory approvals must have been obtained. The terms and conditions of the approvals that are granted may impose requirements, concessions, limitations or costs, or place restrictions on the conduct of the combined company's business. Upon the terms and subject to conditions of the Merger Agreement, each party to the Merger Agreement has agreed to use its reasonable best efforts to make or cause to be made, in cooperation with the other parties thereto and to the extent applicable: (a) as soon as reasonably practicable after October 27, 2025 (but in any event within twenty-five (25) business days after October 27, 2025) an appropriate filing of a Notification and Report Form pursuant to the HSR Act with respect to the Mergers, which was made on December 4, 2025; and (b) as promptly as practicable after October 27, 2025 all other necessary filings, forms, declarations, notifications, registrations and notices with other governmental bodies under other applicable antitrust laws and investment screening laws relating to the Mergers. For purposes of the foregoing, "reasonable best efforts" includes, among others, (a) contesting and resisting (including through litigation on the merits until a final non-appealable decision) any legal proceeding, and to avoid the entry of and, if necessary, have vacated, lifted, reversed or overturned any law or order, writ, injunction, judgment, decree or ruling (whether temporary, preliminary or permanent) enacted, promulgated, issued or entered by any governmental body having competent jurisdiction over Qorvo or Skyworks (each, a "Restraint") that restricts, prevents or prohibits the consummation of the Mergers and related transactions under any antitrust law or investment screening law; and (b) if doing so would enable the parties to avoid, resolve or lift a Restraint or legal proceeding, imposing any restriction, requirement or behavioral or commercial limitation on the operation of the business or portion of the business of, (i) terminating existing relationships, contractual rights or obligations, ventures or other arrangements of, (ii) creating any relationship, contractual rights or obligations of, or (iii) selling, assigning, transferring, divesting, restructuring, holding separate or otherwise disposing of any assets, business or portion of business of, in each case, the combined company, Qorvo, Skyworks or any of their respective subsidiaries, subject to certain limitations. Notwithstanding the foregoing, Skyworks will not be required to: (A) sell, assign, transfer, divest, restructure, hold separate or otherwise dispose of any

assets, business or portion of business of Qorvo, Skyworks or any of their respective subsidiaries, other than the sale, assignment, transfer, divestiture, restructuring, holding separate or other disposal of any product line or product lines that, individually or in the aggregate, represent less than $100 million in annual revenue; or (B) take, or cause to be taken, the imposition of any restriction, requirement or behavioral or commercial limitation on the operation of the business or portion of the business of Qorvo, Skyworks or any of their respective subsidiaries or any other action, that, individually or in the aggregate, would be material to the combined company; and provided further that any obligation to commit to or implement any regulatory remedy is subject to such regulatory remedy being conditioned on the consummation of the Mergers.

If such regulatory and governmental authorities seek to impose such terms, conditions, obligations or restrictions, lengthy negotiations may ensue among such authorities, Skyworks and Qorvo. Such terms, conditions, obligations or restrictions and the process of obtaining regulatory approvals could have the effect of jeopardizing or delaying consummation of the Mergers and such terms, conditions, obligations or restrictions may not be identified or satisfied for an extended period of time. Such terms, conditions, obligations or restrictions may also impose additional costs or limitations on the combined company following the consummation of the Mergers. Neither Skyworks nor Qorvo can provide assurance that any such terms, conditions, obligations or restrictions and each party's respective best efforts to comply with any such terms, conditions, obligations or restrictions will not result in the delay or abandonment of the Mergers. These requirements, concessions, and conditions may also reduce the anticipated benefits of the Mergers, including synergies, which could also have a significant adverse effect on the combined company's business and cash flows and results of operations, and neither Skyworks nor Qorvo can predict what, if any, requirements, concessions, and conditions may be required by regulatory or governmental authorities whose approvals are required. The requisite regulatory approvals may not be obtained at all, may not be obtained in a timely fashion, and may contain conditions on the consummation of the Mergers.

Each party is subject to business uncertainties and contractual restrictions while the Mergers are pending, which could adversely affect each party's business and operations.

In connection with the pendency of the Mergers, some customers, suppliers and other persons with whom Skyworks or Qorvo may delay or defer certain business decisions or terminate, change or renegotiate their relationships with Skyworks or Qorvo, as the case may be, as a result of the Mergers, which could negatively affect Skyworks' or Qorvo's respective revenues, earnings and cash flows, regardless of whether the Mergers are consummated.

Under the terms of the Merger Agreement, each of Skyworks and Qorvo is subject to certain restrictions on the conduct of its business prior to consummating the Mergers that may adversely affect its ability to execute certain of its business strategies, including the ability in certain cases to enter into or amend contracts, acquire or dispose of assets, incur indebtedness, incur capital expenditures, settle litigation, amend organizational documents, declare dividends, enter new business lines and invest in third parties. Such limitations could adversely affect each of Qorvo and Skyworks' businesses and operations prior to the consummation of the Mergers.

Each of the risks described above may be exacerbated by delays or other adverse developments with respect to the consummation of the Mergers.

The announcement and pendency of the Mergers could divert the attention of management and cause disruptions in the businesses of Skyworks and Qorvo, as applicable, which could have an adverse effect on the business and financial results of both Skyworks and Qorvo.

Management of both Skyworks and Qorvo may be required to divert a disproportionate amount of attention away from their respective day-to-day activities and operations, and devote time and effort to consummating the Mergers. The risks, and adverse effects, of such disruptions and diversions could be exacerbated by a delay in the consummation of the Mergers. These factors could adversely affect the financial position or results of operations of Skyworks and Qorvo, regardless of whether the Mergers are consummated.

Skyworks and Qorvo will incur direct and indirect costs as a result of the Mergers.

Skyworks and Qorvo will incur substantial expenses in connection with and as a result of consummating the Mergers, including advisory, legal and other transaction costs, and, following the consummation of the Mergers, Skyworks expects to incur additional expenses in connection with combining the companies. Significant costs have already been incurred or will be incurred regardless of whether the Mergers are ultimately consummated. Factors beyond Skyworks' and Qorvo's control could affect the total amount or timing of these expenses, many of which, by their nature, are difficult to estimate accurately. Management of Skyworks and Qorvo continue to assess the magnitude of these costs, and additional unanticipated costs may be incurred in connection with the Mergers. Although Skyworks and Qorvo expect that the realization of benefits related to the Mergers will offset such costs and expenses over time, no assurances can be made that this net benefit will be achieved in the near term, or at all. In addition, each of the parties may be required to pay a termination fee, or other costs and expenses, if the Mergers and related transactions are not consummated.

Skyworks and Qorvo may be targets of securities class action and derivative lawsuits that could result in substantial costs and may delay or prevent the Mergers from being consummated, whether or not such lawsuits have any merit.

Securities class action lawsuits and derivative lawsuits are often brought against public companies that have entered into merger agreements. Even if the lawsuits are without merit, defending against or otherwise resolving these claims can result in substantial costs and divert management time and resources. An adverse judgment could result in monetary damages, which could have a negative impact on Skyworks' and Qorvo's respective liquidity and financial condition. Additionally, if a plaintiff is successful in obtaining an injunction prohibiting consummation of the Mergers, then that injunction may delay or prevent the Mergers from being consummated, or from being consummated within the expected timeframe, which may adversely affect Skyworks' and Qorvo's respective business, financial position and results of operation.

Skyworks expects to obtain financing in connection with the Mergers but cannot guarantee that it will be able to obtain such financing on favorable terms or at all.

Skyworks anticipates that the funds needed to consummate the Mergers and related transactions will be derived from a combination of (a) available cash on hand and (b) third-party debt financing. Skyworks' ability to obtain any such new debt financing will depend on, among other factors, its financial condition and performance, as well as prevailing market conditions, the terms of such financing, and other factors beyond Skyworks' control. Skyworks cannot assure you that it will be able to obtain new debt financing on terms acceptable to it or at all, and any such failure could materially adversely affect its operations and financial condition. Skyworks' obligation to consummate the Mergers is not conditioned upon the receipt of any financing by Skyworks.

Risks Related to the Exchange Offers and Consent Solicitations

The Mergers and the Proposed Amendments to the Qorvo Indentures will afford reduced protection to remaining holders of Qorvo Notes.

If the Proposed Amendments to either of the Qorvo Indentures are adopted, the covenants and some other terms of the corresponding Qorvo Notes issued thereunder will be materially less restrictive and will afford significantly reduced protection to holders compared to the covenants and other provisions currently included in the Qorvo Indentures.

The Proposed Amendments to each Qorvo Indenture would, among other things, eliminate: (i) substantially all of the restrictive covenants, (ii) certain of the events which may lead to an "Event of Default" (as defined in the Qorvo Indentures), (iii) the reporting covenant, (iv) the restrictions on Qorvo or any guarantor of the Qorvo Notes from consolidating with or merging into another person or conveying, transferring or leasing all or substantially all of its assets and its subsidiaries' assets (taken as a whole) to any person, (v) the requirement for certain subsidiaries of Qorvo to guarantee the Qorvo Notes in the future, and (vi) the obligation to offer to repurchase the Qorvo Notes upon certain change of control transactions.

If the Proposed Amendments to a Qorvo Indenture become operative, each non-exchanging holder of Qorvo Notes issued under such Qorvo Indenture will be bound by the Proposed Amendments even if that holder did not consent to such Proposed Amendments. These Proposed Amendments will permit Skyworks and/or Qorvo to take certain actions previously prohibited that could increase the credit risk with respect to Qorvo, and might adversely affect the liquidity, market price and price volatility of such Qorvo Notes or otherwise be adverse to the interests of the holders of such Qorvo Notes. See "The Proposed Amendments."

In addition, in connection with the Mergers, we intend to terminate the commitments and payoff any amounts outstanding under Qorvo's existing credit facility. In such event, the guarantors of that credit facility would be released from their obligations thereunder and, in certain circumstances, in connection therewith, as a result, would also be released from their guarantees of the Qorvo Notes.

You may not revoke your consent to the Proposed Amendments at or after the applicable Consent Revocation Deadline.

Consents to the Proposed Amendments to the applicable Qorvo Indentures may be revoked at any time prior to the applicable Consent Revocation Deadline, but may not be revoked after such Consent Revocation Deadline. Consents may be revoked only by validly withdrawing the associated tendered Qorvo Notes. A valid withdrawal of tendered Qorvo Notes prior to such Consent Revocation Deadline will also constitute the revocation of the consent to the Proposed Amendments to the applicable Qorvo Indenture and the Qorvo Notes issued thereunder. Tendered Qorvo Notes may be withdrawn at any time before the applicable Expiration Date; provided that, if we have not yet accepted Qorvo Notes for exchange, tenders of Qorvo Notes may also be validly withdrawn at any time after 12:00 Midnight, New York City time, on August 17, 2026, the 60th day following the commencement of the Exchange Offers, pursuant to Section 14(d)(5) of the Exchange Act (as applicable to the Exchange Offers by way of Rule 162(a)(2) under the Exchange Act). However, a valid withdrawal of the tendered Qorvo Notes at or after the applicable Consent Revocation Deadline will not be deemed a revocation of the consents and such consents will continue to be deemed delivered.

The liquidity of the Qorvo Notes that are not exchanged will be reduced.

The trading market for unexchanged Qorvo Notes could become more limited and could cease to exist due to the reduction in the aggregate principal amount of the applicable series of Qorvo Notes held by holders other than Skyworks upon consummation of the applicable Exchange Offer, and Skyworks does not intend to resell or reoffer the tendered Qorvo Notes. A more limited trading market might adversely affect the liquidity, market price and price volatility of these securities. If a market for unexchanged Qorvo Notes exists or develops, those securities may trade at a discount to the price at which the securities would trade if the amount outstanding were not reduced, depending on prevailing interest rates, the market for similar securities and other factors. However, there can be no assurance that an active market in the unexchanged Qorvo Notes will exist, develop or be maintained or as to the prices at which the unexchanged Qorvo Notes may be traded.

The Exchange Offers and Consent Solicitations may be cancelled or delayed.

Although the closing of the Mergers is not conditioned upon the results of the Exchange Offers and Consent Solicitations, the consummation of each Exchange Offer and Consent Solicitation is subject to, and conditional upon, among other things, the satisfaction of the Minimum Participation Condition with respect to the applicable series of Qorvo Notes (such condition being subject to waiver by Skyworks solely in its own discretion). The Proposed Amendments with respect to each series of Qorvo Notes require the consent of the holders of at least a majority in aggregate principal amount of the Qorvo Notes of such series outstanding under the applicable Qorvo Indenture. The Exchange Offers and Consent Solicitations are also subject to the conditions that the Mergers shall be consummated and that nothing has occurred or may occur that would or might, be expected to prohibit, prevent, restrict or delay the Exchange Offers and Consent Solicitations or, in the reasonable judgment of Skyworks, impair Skyworks from realizing the anticipated benefits of the Exchange Offers and Consent Solicitations. In addition, either Skyworks or Qorvo may terminate the Merger Agreement under certain circumstances, including if the Mergers are not completed by the Outside Date determined pursuant to the Merger Agreement. There can be no assurance

that the Mergers will be consummated. Even if the Exchange Offers and Consent Solicitations are completed, the Exchange Offers and Consent Solicitations may not be completed on the schedule described in this Prospectus/Offers to Exchange.

Skyworks cannot assure holders of the Qorvo Notes that existing rating agency ratings for the Qorvo Notes will be maintained, or that rating agencies will continue to rate the Qorvo Notes.

We cannot assure holders of the Qorvo Notes that as a result of the Exchange Offers and Consent Solicitations or otherwise, one or more rating agencies would not take action to downgrade or negatively comment upon their respective ratings on the Qorvo Notes. Any downgrade or negative comment may adversely affect the market price of the Qorvo Notes. In addition, it is expected that certain rating agencies will no longer continue to provide ratings for the Qorvo Notes after completion of the Exchange Offers, especially if the remaining aggregate principal amount of Qorvo Notes outstanding is deemed to be an inconsequential amount. Any such withdrawal of credit ratings on the unexchanged Qorvo Notes could further adversely affect the market price of such unexchanged Qorvo Notes.

The consideration to be received in the Exchange Offers does not reflect any valuation of the Qorvo Notes or the Skyworks Notes and is subject to market volatility.

Skyworks has not made a determination that the consideration to be received in the Exchange Offers represents a fair valuation of either the Qorvo Notes or the Skyworks Notes. Skyworks has not obtained a fairness opinion from any financial advisor about the fairness to Skyworks, or to you, of the consideration to be received by holders who tender their Qorvo Notes.

None of Skyworks, Qorvo, the Dealer Manager, the Qorvo Trustee, the Skyworks Trustee, the Exchange Agent, or the Information Agent, or any affiliate of any of them, makes any recommendation as to whether holders of the Qorvo Notes should exchange their Qorvo Notes for Skyworks Notes and cash in response to the Exchange Offers and Consent Solicitations.

Late deliveries of Qorvo Notes or any other failure to comply with the terms and conditions of the Exchange Offers and Consent Solicitations could prevent a holder from exchanging its Qorvo Notes. Moreover, if you tender your Qorvo Notes after the applicable Early Participation Date but at or prior to the applicable Expiration Date, and your Qorvo Notes are accepted for exchange, you will receive only the applicable Exchange Consideration, unless you submit a corresponding Early Participation VOI Number in accordance with the procedures in this Prospectus/Offers to Exchange.

Holders of Qorvo Notes are responsible for complying with all the procedures of the Exchange Offers and Consent Solicitations. The issuance of the applicable series of Skyworks Notes in exchange for the corresponding series of Qorvo Notes will only occur upon proper completion of the procedures described in this Prospectus/Offers to Exchange under "Description of the Exchange Offers and Consent Solicitations." Therefore, holders of Qorvo Notes who wish to exchange them for Skyworks Notes should allow sufficient time for timely completion of the exchange procedures. Additionally, holders who validly tender Qorvo Notes after the applicable Early Participation Date but at or prior to the applicable Expiration Date without a corresponding Early Participation VOI Number eligible for the applicable Early Participation Premium as described herein will only receive the applicable Exchange Consideration if such Qorvo Notes are accepted for exchange. A holder, however, who acquires Qorvo Notes after the applicable Early Participation Date with a corresponding Early Participation VOI Number and validly tenders and does not validly withdraw such Qorvo Notes at or prior to the applicable Expiration Date, along with the corresponding Early Participation VOI Number, is also eligible to receive the applicable Early Participation Premium with respect to such tendered Qorvo Notes in addition to the applicable Exchange Consideration. If any such holder wishes to withdraw Qorvo Notes from the tender that are evidenced by an Early Participation VOI Number, as described above, after such Early Participation Date and subsequently re-tenders or transfers such Qorvo notes, it will need to contact its broker or custodian to obtain such Early Participation VOI Number to be eligible to receive or transfer the right to receive the applicable Early Participation Premium with respect to the aggregate principal amount of applicable series of Qorvo Notes evidenced by such Early Participation VOI Number. A holder who acquires Qorvo Notes after the applicable Early Participation Date is solely responsible for acquiring the related Early Participation VOI Number. To the extent a holder validly tenders

or re-tenders Qorvo Notes with an Early Participation VOI Number at or prior to the applicable Expiration Date and the Early Participation VOI Number submitted with such tender corresponds to an aggregate principal amount of Qorvo Notes that does not match the aggregate principal amount of the applicable series of Qorvo Notes validly tendered, the tender may be rejected or the consideration received may be modified, see "Description of the Exchange Offers and Consent Solicitations — Procedures for Re-Tendering and VOI Numbers" for more information. Neither Skyworks nor the Exchange Agent is obligated to extend any or all of the Exchange Offers and Consent Solicitations or notify you of any failure to follow the proper procedures.

Skyworks may repurchase any Qorvo Notes that are not tendered in the applicable Exchange Offer on terms that are more or less favorable to the remaining holders of the Qorvo Notes than the terms of the applicable Exchange Offer.

Skyworks or its affiliates may, to the extent permitted by applicable law, after the applicable Expiration Date of the applicable Exchange Offer, acquire Qorvo Notes that are not tendered and accepted in the Exchange Offers and Consent Solicitations through open market purchases, privately negotiated transactions, tender offers, exchange offers, redemption or otherwise, upon such terms and at such prices as Skyworks may determine, which with respect to any series of Qorvo Notes may be more or less favorable (including different consideration) to holders than the terms of the Exchange Offers. There can be no assurance as to which, if any, of these alternatives or combinations thereof Skyworks or its affiliates may choose to pursue in the future.

Holders of Qorvo Notes that do not participate in the applicable Exchange Offer may be deemed to have exchanged their Qorvo Notes for "new" Qorvo Notes for U.S. federal income tax purposes and may have adverse tax consequences as a result of such deemed exchange and the ownership of "new" Qorvo Notes.

Assuming the Proposed Amendments are adopted, the U.S. federal income tax treatment of holders who do not tender their Qorvo Notes pursuant to the Exchange Offers and Consent Solicitations will depend upon whether the adoption of the Proposed Amendments results in a deemed exchange of such Qorvo Notes for U.S. federal income tax purposes to such non-tendering holders. In general, the modification of a debt instrument will result in a deemed exchange (upon which gain or loss may be realized) of an "old" debt instrument for a "new" debt instrument if such modification is "significant" within the meaning of applicable Treasury Regulations. Although Skyworks and Qorvo intend to treat the adoption of the Proposed Amendments as not constituting a significant modification to the terms of the Qorvo Notes with respect to non-tendering holders, there can be no assurance that the U.S. Internal Revenue Service (the "IRS") will not successfully challenge Skyworks' and Qorvo's position. See "U.S. Federal Income Tax Considerations — Treatment of Holders of Qorvo Notes That Do Not Exchange Their Qorvo Notes for Skyworks Notes." Holders of Qorvo Notes that do not participate in the applicable Exchange Offer should consult their own tax advisors regarding the U.S. federal income tax consequences of the Exchange Offers and Consent Solicitations.

Risks Related to the Skyworks Notes

The Skyworks Notes will be unsecured and rank behind any future secured creditors, to the extent of the value of the collateral securing their claims, and the creditors of our subsidiaries; if a default occurs, we may not have sufficient funds to fulfill our obligations under the Skyworks Notes.

The Skyworks Notes are unsecured obligations of Skyworks, ranking equally with other senior unsecured debt of Skyworks but effectively junior to any senior secured debt of Skyworks, to the extent of the value of the collateral securing such debt, and structurally subordinated to the debt and other liabilities of our subsidiaries. The indenture governing the Skyworks Notes will not limit the amount of debt securities or any other debt (whether secured or unsecured or whether senior or subordinated) which we or our subsidiaries may incur, provided that, subject to significant exceptions, we may not subject certain of our property or assets to any lien (other than specified permitted liens) unless the Skyworks Notes and other debt securities that may be issued under the indenture are secured equally and ratably with or prior to that other secured indebtedness. If we incur any secured debt, our assets and the assets of our subsidiaries will be subject to prior claims by our secured creditors. In the event of our bankruptcy, liquidation, reorganization

or other winding up, assets that secure debt will be available to pay obligations on the Skyworks Notes only after all debt secured by those assets has been repaid in full. Holders of the Skyworks Notes will participate in our remaining assets ratably with all of our unsecured and unsubordinated creditors, including our trade creditors. Further, you will not have any claim as a creditor against our subsidiaries, and all existing and future indebtedness and other liabilities, including trade payables and preferred stock, whether secured or unsecured, of those subsidiaries will be structurally senior to the Skyworks Notes.

If Skyworks incurs any additional obligations that rank equally with the Skyworks Notes, including trade payables, the holders of those obligations will be entitled to share ratably with the holders of the Skyworks Notes in any proceeds distributed upon the insolvency, liquidation, reorganization, dissolution or other winding up of Skyworks. This may have the effect of reducing the amount of proceeds paid to you. If there are not sufficient assets remaining to pay all these creditors, all or a portion of the Skyworks Notes then outstanding would remain unpaid.

The indenture will not limit the amount of debt we or our subsidiaries may incur or restrict our ability to engage in other transactions that may adversely affect holders of the Skyworks Notes.

The indenture under which the Skyworks Notes will be issued will not limit the amount of any additional debt that we or our subsidiaries may incur. Additionally, the indenture will not contain any financial covenants or other provisions that would afford the holders of the Skyworks Notes any substantial protection in the event we participate in a highly leveraged transaction. In addition, the indenture will not limit our ability to pay dividends, make distributions or repurchase shares of our common stock. Any such transaction could adversely affect you.

The Skyworks Notes will not be guaranteed by, or otherwise the obligations of, our subsidiaries.

The Skyworks Notes are obligations of Skyworks and will not be guaranteed by any of our subsidiaries. Our ability to service our debt, including the Skyworks Notes, depends on the results of operations of our subsidiaries and upon the ability of such subsidiaries to provide us with cash, whether in the form of dividends, loans or otherwise, to pay amounts due on our obligations, including the Skyworks Notes. Our subsidiaries are separate and distinct legal entities and have no obligation, contingent or otherwise, to make payments on the Skyworks Notes or to make any funds available for that purpose. In addition, dividends, loans or other distributions to us from such subsidiaries may be subject to contractual and other restrictions and are subject to other business considerations.

Servicing our debt requires a significant amount of cash, and we may not have sufficient cash flow from our business to pay our substantial debt.

Our ability to make scheduled payments of the principal of, to pay interest on or to refinance our indebtedness, including the Skyworks Notes, depends on our future performance, which is subject to economic, financial, competitive and other factors beyond our control. Our business may not continue to generate cash flow from operations in the future sufficient to service our debt. If we are unable to generate such cash flow, we may be required to adopt one or more alternatives, such as selling assets, restructuring debt or obtaining additional equity capital on terms that may be onerous or unfavorable to us. Our ability to refinance our indebtedness will depend on the capital markets and our financial condition at such time and we may not be able to refinance any of our indebtedness or incur new indebtedness on commercially reasonable terms to us or at all.

We may be unable to repurchase the Skyworks Notes if we experience a change of control and a related downgrade in the credit rating of the Skyworks Notes.

Under certain circumstances, we will be required, under the terms of the Skyworks Notes, to offer to purchase all of the outstanding Skyworks Notes of a series at 101% of their principal amount if we experience a change of control and a related downgrade in the credit rating of such series of Skyworks Notes. Our failure to repay holders tendering notes upon a change of control and related downgrade will result in an event of default under such series of Skyworks Notes. If a change of control and a related downgrade were to occur, we cannot assure you that we would have sufficient funds to purchase the applicable Skyworks Notes, or any other securities that we would be required to offer to purchase, particularly if that change of

control event triggers a similar repurchase requirement for, or results in the acceleration of, other indebtedness. We may require additional financing from third parties to fund any such purchases, but we cannot assure you that we would be able to obtain such financing.

The change of control provision may not protect you in the event we complete a highly leveraged transaction, reorganization, restructuring, merger or other similar transaction, unless such transaction constitutes a change of control repurchase event. Such a transaction may not involve a change of the magnitude required under the definition of change of control or may not result in a ratings downgrade to trigger our obligation to repurchase the applicable Skyworks Notes. Except as described under "Description of the Skyworks Notes — Purchase of notes upon a change of control repurchase event," the Skyworks Notes do not contain provisions that permit the holders of the Skyworks Notes to require us to repurchase or redeem such Skyworks Notes in the event of a takeover, recapitalization or similar transaction.

You may not be able to sell your Skyworks Notes if a public market for the Skyworks Notes does not develop and the market prices of the Skyworks Notes may be volatile.

The Skyworks Notes are new issues of securities with no established trading market. We have been advised by the underwriters that they presently intend to make a market in the Skyworks Notes after completion of the offering. However, they are under no obligation to do so and may discontinue any market-making activities at any time without any notice. Accordingly, there can be no assurance that a trading market for the Skyworks Notes will develop or be maintained. If the Skyworks Notes are traded, they may trade at a discount from their offering price, depending on prevailing interest rates, the market for similar securities, our performance and other factors. To the extent that an active trading market does not develop, you may not be able to resell your notes at their fair market value or at all.

Future trading prices of the Skyworks Notes will depend on many factors, including but not limited to prevailing interest rates, our financial condition and results of operations, the then-current ratings assigned to the Skyworks Notes and the market for similar securities.

The terms of the indenture and the Skyworks Notes will provide only limited protection against significant events that could adversely impact your investment in the Skyworks Notes.

As described under "Description of the Skyworks Notes — Purchase of Skyworks Notes Upon a Change of Control Repurchase Event," upon the occurrence of a change of control repurchase event, holders are entitled to require us to repurchase their applicable series of Skyworks Notes. However, the definition of the term "change of control repurchase event" is limited and does not cover a variety of transactions (such as acquisitions by us or recapitalizations) that could negatively impact the value of the Skyworks Notes. As such, if we were to enter into a significant corporate transaction that would negatively impact the value of the Skyworks Notes, but which would not constitute a change of control repurchase event, you would not have any rights to require us to repurchase the Skyworks Notes prior to their maturity.

Furthermore, the indenture for the Skyworks Notes will not:

- require us to maintain any financial ratios or specific levels of net worth, revenues, income, cash flow or liquidity;
- limit our ability to incur indebtedness or other obligations that are equal in right of payment to the Skyworks Notes or prohibit us from incurring secured debt to which the Skyworks Notes would be effectively subordinated and that could affect our credit ratings;
- restrict our subsidiaries' ability to issue securities or otherwise incur indebtedness or other obligations that would be senior to our equity interests in our subsidiaries and therefore rank effectively senior to the Skyworks Notes with respect to the assets of our subsidiaries;
- restrict our ability to repurchase or prepay any other of our securities or other indebtedness; or
- restrict our ability to make investments or to repurchase, or pay dividends or make other payments in respect of, our common stock or other securities ranking junior to the Skyworks Notes.

As a result of the foregoing, when evaluating the terms of the Skyworks Notes, you should be aware that the terms of the indenture and the Skyworks Notes will not restrict our ability to engage in, or to

otherwise be a party to, a variety of corporate transactions, circumstances and events that could have an adverse impact on your investment in the Skyworks Notes.

An increase in market interest rates could result in a decrease in the value of the Skyworks Notes.

In general, as market interest rates rise, notes bearing interest at a fixed rate decline in value because the premium, if any, over market interest rates will decline. Consequently, if you purchase the Skyworks Notes and market interest rates increase, the market value of your notes may decline. We cannot predict the future level of market interest rates.

Redemption may adversely affect your return on the Skyworks Notes.

We may redeem the Skyworks 2029 Notes and the Skyworks 2031 Notes, in whole or in part, at any time prior to maturity. See "Description of the Skyworks Notes — Optional redemption." If prevailing interest rates are lower at the time of redemption, you may not be able to reinvest the redemption proceeds in a comparable security at an interest rate as high as the interest rate of the Skyworks Notes being redeemed.

Changes in our credit ratings may adversely affect your investment in the Skyworks Notes and may not reflect all risks of an investment in the Skyworks Notes.

The credit ratings of our indebtedness are an assessment by rating agencies of our ability to pay our debts when due. These ratings are not recommendations to purchase, hold or sell the Skyworks Notes, inasmuch as the ratings do not comment as to market price or suitability for a particular investor, are limited in scope, and do not address all material risks relating to an investment in the Skyworks Notes, but rather reflect only the view of each rating agency at the time the rating is issued. The ratings are based on current information furnished to the rating agencies by us and information obtained by the rating agencies from other sources. An explanation of the significance of such rating may be obtained from such rating agency. Other rating agencies with whom we have not engaged may publish their own ratings of us. There can be no assurance that such credit ratings will remain in effect for any given period of time or that such ratings will not be lowered, suspended or withdrawn entirely by the rating agencies, if, in each rating agency's judgments, circumstances so warrant. Actual or anticipated changes or downgrades in our credit ratings, including any announcement that our ratings are under review for a downgrade, could affect the market value and liquidity of the Skyworks Notes and increase our borrowing costs.

Risks Related to Qorvo's Business and Industry

Qorvo's operating results fluctuate on a quarterly and annual basis.

Qorvo's revenue, earnings, margins and other operating results have fluctuated significantly in the past and may fluctuate significantly in the future. Historically, worldwide semiconductor industry sales have tracked the impacts of financial crises, subsequent recoveries and persistent economic uncertainty. Global economic slowdowns could potentially result in certain economies dipping into economic recessions, including the United States. If demand for Qorvo's products fluctuates as a result of economic conditions or for other reasons, Qorvo's revenue and profitability could be impacted. Qorvo's future operating results will depend on many factors, including the following:

- business and macroeconomic changes, including trade restrictions and tariffs, foreign governments subsidizing local suppliers, recession or slowing growth in the semiconductor industry and the overall global economy;
- political and/or civil unrest, acts of war or other military actions, including any resulting sanctions or other restrictive actions;
- inflationary pressures, which vary across jurisdictions in which Qorvo does business, resulting in increased costs or reduced demand for its products due to increased prices of those products;
- changes in consumer confidence caused by many factors, including changes in interest rates, credit markets, unemployment levels, energy or other commodity prices as well as changes in existing and expected rates of inflation;

- fluctuations in demand for Qorvo's customers' products;
- Qorvo's ability to forecast its customers' demand for its products accurately;
- the ability of third-party foundries and other third-party suppliers to manufacture, assemble and test Qorvo's products and otherwise deliver on their commitments to us in a timely and cost-effective manner;
- ability of Qorvo's customers and distributors to manage the inventory that they hold and to accurately forecast their demand for its products;
- delays in the widespread deployment and commercialization of new technologies;
- Qorvo's ability to achieve cost savings and improve yields and margins on its new and existing products;
- Qorvo's ability to successfully integrate into its business and realize the expected benefits of acquisitions and strategic investments;
- Qorvo's ability to disaggregate and divest elements of its business and realize the expected benefits of doing so; and
- Qorvo's ability to align production capacity to customer demand, which may lead to underutilization of its capacity in periods of lower demand or the lack of capacity in periods of excess demand.

Qorvo's operating results have been, and its future operating results could be adversely affected by one or more of the factors set forth above or other similar factors.

Qorvo's operating results are substantially dependent on developing new products and achieving design wins while its customers' requirements can change rapidly and product life cycles can be short.

Qorvo's largest markets are characterized by the frequent introduction of new products in response to evolving product requirements. Qorvo's largest customers typically refresh some or all of their product portfolios by releasing new models each year. In some cases, product designs Qorvo pursues represent either opportunities to substantially increase its revenue by winning a new design or a risk of a substantial decrease in revenue by losing a product on which Qorvo is the incumbent.

Qorvo's success depends on its ability to develop and introduce new products in a timely and cost-effective manner and secure production orders from its customers. The development of new products is a highly complex process, and Qorvo has experienced delays in completing the development and introduction of new products at times. Qorvo's successful product development depends on a number of factors, including the following:

- Qorvo's ability to predict market requirements and define and design new products that address those requirements;
- Qorvo's ability to design products that meet its customers' cost, size, quality and performance requirements;
- Qorvo's ability to introduce new products that are competitive and can be manufactured at lower costs or that command higher prices based on superior performance;
- acceptance of Qorvo's new product designs;
- the availability of qualified product design engineers;
- Qorvo's timely completion of product designs and ramp up of new products according to its customers' needs with acceptable manufacturing yields; and
- market acceptance of Qorvo's customers' products and the duration of the life cycle of such products.

Qorvo may not be able to design and introduce new products in a timely or cost-efficient manner, and its new products may fail to meet market or customer requirements. Most major product design opportunities

that Qorvo pursues involve multiple competitors, and Qorvo could lose a new product design opportunity to a competitor that offers a lower cost or equal or superior performance. If Qorvo is unsuccessful in achieving design wins, its revenue and operating results will be adversely affected. Even when a design win is achieved, Qorvo's success is not assured. Design wins may require significant expenditures by Qorvo before realizing revenue six to nine months or more later. Many customers seek a second source for all major components in their devices, which can significantly reduce the revenue obtained from a design win. In many cases, the average selling prices of Qorvo's products decline over the products' lives, and it must achieve yield improvements, cost reductions and other productivity enhancements in order to maintain profitability. The actual value of a design win to Qorvo will ultimately depend on the commercial success of its customers' products.

Qorvo depends on several large customers for a substantial portion of its revenue and the loss of a large customer or loss of share at one or more of these customers could have a material adverse effect on Qorvo's business, financial condition and results of operations.

A substantial portion of Qorvo's revenue comes from several large customers. Qorvo's future operating results will be affected by both the success of its largest customers and its success in diversifying Qorvo's products and customer base. Collectively, Qorvo's two largest end customers accounted for an aggregate of approximately 59%, 57% and 58% of its revenue for fiscal years 2026, 2025 and 2024, respectively. If demand for their products increases, they may increase the purchases of Qorvo's products and its results may be favorably impacted, while if demand for their products decreases, they may reduce their purchases or stop purchasing Qorvo's products and its operating results will suffer. Even if Qorvo achieves a design win, Qorvo's customers can delay or cancel the release of a new device for any reason. Most of Qorvo's customers can cease incorporating Qorvo's products into their devices with little notice to it and with little or no penalty. The loss of a large customer or loss of share at a large customer, failure to add new customers to replace lost revenue, a shift in consumer demand to refurbished or secondhand devices, or a decline in consumers' rates of replacement of smartphones or other devices, could have a material adverse effect on Qorvo's business, financial condition and results of operations.

Qorvo faces risks of a loss of revenue if contracts with the U.S. government or defense and aerospace contractors are canceled or delayed or if defense spending is reduced.

Qorvo receives a portion of its revenue from the U.S. government and from prime contractors on U.S. government-sponsored programs, principally for defense and aerospace applications. These programs are subject to delays or cancellation. Further, spending on defense and aerospace programs can vary significantly depending on funding from the U.S. government. Qorvo believes its government and defense and aerospace business has been negatively affected in the past by external factors such as sequestration and political pressure to reduce federal defense spending. Reductions in defense and aerospace funding or the loss of a significant defense and aerospace program or contract could have a material adverse effect on Qorvo's operating results.

Qorvo depends heavily on third parties.

Qorvo purchases numerous component parts, substrates and silicon-based products from external suppliers. Qorvo also utilizes third parties for numerous services, including die processing, wafer bumping, assembly, test and tape and reel. Qorvo's recent efforts to consolidate its manufacturing footprint, including the divestitures of assembly and test operations in both China and Costa Rica, as well as the sale of Qorvo's North Carolina fabrication facility, have increased its reliance on third parties.

The use of external suppliers involves a number of risks, including the possibility of material disruptions in the supply of key components and the lack of control over delivery schedules, capacity constraints, manufacturing yields, product quality and cost increases. Furthermore, supply chain disruptions and labor market constraints have created heightened risk that external suppliers may be unable to meet their obligations to Qorvo. If Qorvo experiences any significant difficulty in obtaining the materials or services used in the conduct of Qorvo's business, these supply challenges may result in loss of share at its customers or limit its ability to fully satisfy customer demand.

As the semiconductor industry may experience supply constraints for certain items, from time to time, Qorvo enters into certain supply agreements to address short-term and long-term supply requirements. However, Qorvo may not be able to secure supply agreements to support customer demand. If Qorvo is unable to secure supply agreements or even with supply agreements, it is still subject to risks that a supplier will prioritize other customers' capacity demands or be unable to meet its supply commitments, achieve anticipated manufacturing yields, produce wafers or other components on a timely basis, or provide additional capacity beyond its commitments sufficient to meet Qorvo's supply needs. If so, Qorvo may experience delays in product launches or supply shortages for certain products, which could cause an unanticipated decline in Qorvo's sales and damage its existing customer relationships and its ability to establish new customer relationships. In addition, if a supplier experiences financial difficulties or goes into bankruptcy, it could be difficult or impossible, or may require substantial time and expense, for Qorvo to recover any or all of its fees and deposits made as part of any supply agreement.

Although Qorvo's key suppliers commit to it to be compliant with applicable ISO 9001 and/or IATF 16949 quality standards, Qorvo has experienced quality and reliability issues with suppliers in the past. Quality or reliability issues in Qorvo's supply chain could negatively affect its products, reputation and results of operations.

Qorvo faces risks related to sales through distributors.

Qorvo sells a significant portion of its products through third-party distributors. Qorvo depends on these distributors to help it create end customer demand, provide technical support and other value-added services to customers, fill customer orders and stock Qorvo's products. Qorvo may rely on one or more key distributors for a product, and a material change in its relationship with one or more of these distributors or their failure to perform as expected could reduce Qorvo's revenue. Qorvo's ability to add or replace distributors for some of its products may be limited because its end customers may be hesitant to accept the addition or replacement of a distributor due to advantages in the incumbent distributors' technical support and favorable business terms related to payments, discounts and stocking of acceptable inventory levels. Using third parties for distribution exposes Qorvo to many risks, including competitive pressure, concentration, credit risk and compliance risks. Other third parties may use one of Qorvo's distributors to sell products that compete with its products, and Qorvo may need to incentivize the distributors to focus on the sale of Qorvo's products. Qorvo's distributors may face financial difficulties, including bankruptcy, which could harm its collection of accounts receivable and financial results. Violations of the Foreign Corrupt Practices Act of 1977, as amended, or similar laws by Qorvo's distributors or other third-party intermediaries could have a material impact on Qorvo's business. Failure to manage risks related to Qorvo's use of distributors may reduce sales, increase expenses and weaken Qorvo's competitive position.

Qorvo faces risks associated with the operation of Qorvo's manufacturing facilities.

Qorvo operates wafer fabrication facilities in Oregon and Texas. Qorvo uses several international and domestic assembly suppliers, as well as internal assembly facilities in Germany and the United States, to assemble and test Qorvo's products. Qorvo currently has its own test and tape and reel facilities located in the United States, and Qorvo also utilizes contract suppliers and partners in Asia. During fiscal 2026, Qorvo completed the sale of its North Carolina fabrication facility and is operating under a short-term supply agreement with the buyer until Qorvo completes the transfer of SAW filter production to its Texas facility.

A number of factors related to Qorvo's facilities will affect Qorvo's business and financial results, including the following:

- Qorvo's ability to adjust production capacity in a timely fashion, including the migration of production amongst its various factories, in response to changes in demand for its products;
- the significant fixed costs of operating the facilities;
- factory utilization rates;
- Qorvo's ability to qualify its facilities for new products and new technologies in a timely manner;
- the availability of raw materials, the impact of the volatility of commodity pricing and tariffs imposed on raw materials, including substrates, gold, platinum and high-purity source materials such as gallium, aluminum, arsenic, indium, silicon, phosphorous and palladium;

- Qorvo's manufacturing cycle times;
- Qorvo's manufacturing yields;
- the political, regulatory and economic risks associated with Qorvo's international manufacturing operations;
- potential violations by Qorvo's employees or third-party agents of international or U.S. laws relevant to foreign operations;
- Qorvo's ability to hire, train and manage qualified production personnel;
- Qorvo's compliance with applicable environmental and other laws and regulations, as well as its ability to satisfy its customers' environmental initiatives for their supply chains; and
- Qorvo's ability to avoid prolonged periods of down-time in its facilities for any reason.

Business disruptions could harm Qorvo's business, lead to a decline in revenue and increase Qorvo's costs.

Qorvo's worldwide operations and business could be, and in some cases have been, disrupted by natural disasters, industrial accidents, cybersecurity incidents, telecommunications failures, power or water shortages, extreme weather conditions, public health issues (including pandemics), terrorist attacks, political and/or civil unrest, acts of war or other military actions, political or regulatory issues and other man-made disasters or catastrophic events. Global climate change could result in certain natural disasters, such as drought, wildfires, storms and flooding, occurring more frequently or with greater intensity. Qorvo carries commercial property damage and business interruption insurance against various risks, with limits it deems adequate, for reimbursement for damage to Qorvo's fixed assets and resulting disruption of Qorvo's operations. However, the occurrence of any of these business disruptions could harm Qorvo's business and result in significant losses, a decline in revenue and an increase in Qorvo's costs and expenses. Any disruptions from these events could require substantial expenditures and recovery time to fully resume operations and could also have a material adverse effect on Qorvo's operations and financial results to the extent that losses are uninsured or exceed insurance recoveries, and to the extent that such disruptions adversely impact Qorvo's relationships with its customers. Furthermore, even if Qorvo's own operations are unaffected or recover quickly, if its customers or suppliers cannot timely resume their own operations due to a business disruption, natural disaster or catastrophic event, customers may reduce or cancel their orders and suppliers may delay manufacturing and delivery of Qorvo's products, which may adversely affect its results of operations.

If Qorvo experiences poor manufacturing yields, Qorvo's operating results may suffer.

Qorvo's products have unique designs and are fabricated using multiple process technologies that are highly complex. In many cases, Qorvo's products are assembled in customized packages. Many of Qorvo's products consist of multiple components in a single module and feature enhanced levels of integration and complexity. Qorvo's customers insist that its products be designed to meet their exact specifications for quality, performance and reliability. Qorvo's manufacturing yield is a combination of yields across the entire supply chain, including wafer fabrication, assembly and test yields. Defects in a single component in an assembled module product can impact the yield for the entire module, which means the adverse economic impacts of an individual defect can be multiplied many times over if Qorvo fails to discover the defect before the module is assembled. Due to the complexity of Qorvo's products, it periodically experiences difficulties in achieving acceptable yields and other quality issues, particularly with respect to new products. Furthermore, as Qorvo's customers test its products once assembled into their products, Qorvo may be exposed to additional quality issues and costs.

The number of usable products that result from Qorvo's production process can fluctuate as a result of many factors, including:

- design errors;
- defects in photomasks (which are used to print circuits on a wafer);
- minute impurities and variations in materials used;
- contamination of the manufacturing environment;

- equipment failure or variations in manufacturing processes;
- losses arising from human error; and
- defects in substrates and packaging.

Qorvo constantly seeks to improve its manufacturing yields. Typically, for a given level of sales, when Qorvo's yields improve its gross margins improve, and when Qorvo's yields decrease, its unit costs are higher, its margins are lower and its operating results are adversely affected. Costs of product defects and deviations from required specifications can include the following:

- writing off inventory;
- scrapping products that cannot be reworked;
- accepting returns of products that have been shipped;
- providing product replacements at no charge;
- reimbursement of direct and indirect costs incurred by Qorvo's customers in recalling or reworking their products due to defects in its products;
- travel and personnel costs to investigate potential product quality issues and to identify or confirm the failure mechanism or root cause of product defects; and
- defending against litigation.

These costs could be significant and could impact Qorvo's results of operations. Qorvo's reputation with customers also could be damaged as a result of product defects and quality issues, and product demand could be reduced, which could harm Qorvo's business and financial results.

Qorvo is subject to inventory risks and costs because Qorvo purchases materials and builds its products based on forecasts provided by customers before receiving purchase orders for the products.

In order to ensure availability of Qorvo's products for some of its largest end customers, Qorvo purchases materials and starts manufacturing certain products in advance of receiving purchase orders based on forecasts provided by these customers. These forecasts, however, do not represent binding purchase commitments and Qorvo does not recognize sales for these products until they are shipped to, or consumed by, the customer. As a result, Qorvo incurs significant inventory and manufacturing costs in advance of anticipated sales. In addition, a divestment of individual manufacturing locations or the transfer of a production line from one internal facility to another internal or third-party facility may lead to supply chain disruptions while qualifying a new manufacturing site. In anticipation of such disruptions, Qorvo may establish buffer inventory to accommodate its customers' anticipated demand, which may not materialize. Because demand for Qorvo's products may not materialize, or may be lower than expected, purchasing materials and manufacturing based on forecasts subjects Qorvo to heightened risks of higher inventory carrying costs, increased obsolescence, and higher operating costs. These inventory risks are exacerbated when Qorvo's customers purchase indirectly through contract manufacturers or hold component inventory levels greater than their consumption rate because this reduces its visibility regarding the customers' accumulated levels of inventory.

From time to time, Qorvo enters into capacity reservation agreements with certain suppliers which require minimum purchase commitments. If the purchase commitments exceed Qorvo's forecasted demand, Qorvo may incur charges based on actual or estimated purchase shortfalls. Future circumstances may warrant Qorvo to enter into similar agreements, and to the extent management's estimates of anticipated future demand are incorrect, Qorvo may incur charges which would have a negative impact on its gross margin and other operating results.

Qorvo sells certain of its products based on reference designs of chipset suppliers, and Qorvo's inability to effectively manage or maintain its relationships with these companies may have an adverse effect on Qorvo's business.

Chipset suppliers are typically large companies that provide system reference designs for original equipment manufacturers ("OEMs") and original design manufacturers ("ODMs") that include the chipset

supplier's baseband and other complementary products. A chipset supplier may own or control intellectual property ("IP") that gives it a strong market position for its baseband products for certain air interface standards, which provides it with significant influence and control over sales of radio frequency ("RF") products for these standards. Chipset suppliers historically relied on Qorvo and its competitors to provide RF products to their customers as part of the overall system design, and Qorvo competed with other RF companies to have its products included in the chipset supplier's system reference design. This market dynamic has evolved as chipset suppliers have worked to develop more fully integrated solutions that include their own RF technologies and components.

Chipset suppliers may be in a different business from Qorvo's or Qorvo may be their customer or direct competitor. Accordingly, Qorvo must balance its interest in obtaining new business with competitive and other factors. Because chipset suppliers control the overall system reference design, if they offer competitive RF technologies or their own RF solutions as a part of their reference design and exclude Qorvo's products from the design, it is at a distinct competitive disadvantage with OEMs and ODMs that are seeking a turn-key design solution, even if Qorvo's products offer superior performance. This requires Qorvo to work more closely with OEMs and ODMs to secure the design of Qorvo's products in their handsets and other devices, however, there can be no assurance that Qorvo will be successful in securing the design of its products in OEM and ODM devices.

Qorvo's relationships with chipset suppliers are complex, and the inability to effectively manage or maintain these relationships could have an adverse effect on Qorvo's business, financial condition and results of operations.

Qorvo operates in a very competitive industry and must continue to innovate.

Qorvo competes with companies primarily engaged in the business of designing, manufacturing and selling RF solutions, as well as suppliers of discrete integrated circuits ("ICs") and modules. In addition to Qorvo's direct competitors, some of Qorvo's largest end customers and leading platform partners also compete with Qorvo to some extent by designing and manufacturing their own products. Increased competition from any source could adversely affect Qorvo's operating results through lower prices for its products, reduced demand for its products, losses of existing design slots with key customers and a corresponding reduction in Qorvo's ability to recover development, engineering and manufacturing costs. For example, due to lower profitability from increased competition, Qorvo's decision in fiscal 2025 to reduce its exposure in the mass-market Android business to focus on more profitable revenue streams has impacted, and Qorvo expects will continue to impact, its revenue.

Many of Qorvo's existing and potential competitors have entrenched market positions, historical affiliations with OEMs, considerable internal manufacturing capacity, established IP rights and substantial technological capabilities. In addition, the increasing use of machine learning and artificial intelligence ("AI") to meet evolving industry requirements comes with inherent risks, including timely adoption and incorporation of these technologies into Qorvo's business strategy to stay competitive. Qorvo's competitors or other third parties may incorporate AI into their products more quickly or more successfully than Qorvo, which could impair its ability to compete effectively. The semiconductor industry has experienced increased industry consolidation over the last several years, a trend Qorvo expects to continue. Many of Qorvo's existing and potential competitors may have greater financial, technical, manufacturing or marketing resources than Qorvo does. Qorvo cannot be sure that it will be able to compete successfully with its competitors.

Fluctuating demand could cause Qorvo to underutilize its manufacturing facilities and have a material adverse effect on Qorvo's financial performance.

It is difficult to predict future demand for Qorvo's products and to estimate future requirements for production capacity in order to avoid periods of overcapacity. Fluctuations in the growth rate of industry capacity relative to the growth rate in demand for Qorvo's products also can lead to overcapacity and contribute to cyclicality in the semiconductor market.

Capacity expansion projects have long lead times and require capital commitments based on forecasted product trends and demand well in advance of production orders from customers. In recent years, Qorvo

has made significant capital investments to expand Qorvo's premium filter capacity to address forecasted future demand patterns. In certain cases, these capacity additions exceeded the near-term demand requirements, leading to overcapacity situations and underutilization of Qorvo's manufacturing facilities.

As many of Qorvo's manufacturing costs are fixed, these costs cannot be reduced in proportion to the reduced revenue experienced during periods of underutilization. Global macroeconomic conditions could create weakness in demand, which may result in elevated inventory levels at Qorvo's customers, underutilization of its manufacturing facilities and higher inventory costs, which adversely affects its gross margin and other operating results. If demand for Qorvo's products experiences a prolonged decrease, Qorvo may be required to close or idle facilities and write down its long-lived assets or shorten the useful lives of underutilized assets and accelerate depreciation, which would increase its expenses. To the extent management's estimates of anticipated future demand or production capacity are incorrect, Qorvo's manufacturing facilities may be underutilized, which could have a material adverse effect on Qorvo's financial performance.

Unfavorable changes in interest rates, pricing of certain precious metals, utility rates and foreign currency exchange rates may adversely affect Qorvo's financial condition, liquidity and results of operations.

Qorvo may utilize hedging strategies from time to time to mitigate the impact due to underlying exposures such as interest rates, precious metal prices, utility rates, or currency exchange rates. However, the impact from these underlying exposures cannot always be predicted or hedged, and there can be no assurance that Qorvo's hedging strategies will be effective in minimizing risk.

Qorvo's acquisitions and other strategic investments could fail to achieve Qorvo's financial or strategic objectives, disrupt Qorvo's ongoing business and adversely impact Qorvo's results of operations.

As part of Qorvo's business strategy, Qorvo expects to continue to review potential acquisitions and strategic investments. These opportunities can enhance Qorvo's current product offerings, augment Qorvo's market coverage or enhance Qorvo's technical capabilities, or otherwise offer growth or margin improvement opportunities. In the event of future acquisitions of businesses, products or technologies, Qorvo could issue equity securities that would dilute its current stockholders' ownership, incur substantial debt or other financial obligations or assume contingent liabilities. Such actions could harm Qorvo's results of operations. Acquisitions and strategic investments also entail numerous other risks that could adversely affect Qorvo's business, results of operations and financial condition, including:

- failure to complete a transaction in a timely manner, if at all, due to Qorvo's inability to obtain required government or other approvals, IP disputes or other litigation, difficulty in obtaining financing on terms acceptable to Qorvo, or other unforeseen factors;
- controls, processes and procedures of an acquired business may not adequately ensure compliance with laws and regulations, and Qorvo may fail to identify compliance issues or liabilities;
- unanticipated costs, capital expenditures or working capital requirements;
- transaction-related charges and amortization of acquired technology and other intangibles;
- the potential loss of key employees from a company Qorvo acquires or in which Qorvo invests;
- diversion of management's attention from Qorvo's business;
- disruption of Qorvo's ongoing operations;
- dis-synergies or other harm to existing business relationships with suppliers and customers;
- losses or impairment of investments from unsuccessful research and development ("R&D") by companies in which Qorvo invests;
- impairment of acquired intangible assets, goodwill or other assets as a result of changing business conditions or technological advancements;
- slower than expected market adoption or attach rates for any of Qorvo's new technologies; and
- unrealized expected synergies, resulting in a failure to achieve the economic benefits of a transaction.

A failure to achieve the expected benefits of an acquisition may adversely affect Qorvo's operating results, and the carrying amount of certain assets, including goodwill and intangible assets, may not be recoverable. Qorvo has recorded, and may in the future be required to record significant charges in its consolidated financial statements during the period in which any impairments are determined, negatively affecting its financial position and results of operations.

Moreover, Qorvo's resources are limited and its decision to pursue a transaction has opportunity costs; accordingly, if Qorvo pursues a particular transaction, it may need to forgo the prospect of entering into other transactions that could help Qorvo achieve its financial or strategic objectives. Any of these risks could have a material adverse effect on Qorvo's business, results of operations, financial condition, or cash flows, particularly in the case of a large acquisition.

Qorvo may be unable to effectively execute restructuring initiatives, which could result in total costs that are greater than expected and cause Qorvo not to achieve the expected long-term operational benefits.

Qorvo has from time to time implemented restructuring initiatives in the past and may continue to implement initiatives in the future that are aimed at reducing operating costs, streamlining Qorvo's manufacturing footprint, and exiting certain product lines and businesses to focus on opportunities that align with its long-term strategy and profitability objectives. Because restructuring activities may involve changes to many aspects of Qorvo's business, including but not limited to the location of its production facilities and personnel and the potential exit from certain product lines and businesses, Qorvo's ability to successfully implement restructuring actions depends on a number of factors that Qorvo may not be able to predict. Risks associated with these actions include unexpected transition costs, disruption of Qorvo's existing operations and productivity, diversion of management's attention, employee attrition beyond any planned changes in personnel and the inability to replace the loss of revenue associated with a divested business. In addition, European Works Councils and other governing bodies representing Qorvo's foreign employees may require Qorvo to incur additional, unplanned compensation expenses associated with restructuring activities. The failure to successfully and timely realize the anticipated benefits of these restructuring actions could have a material adverse effect on Qorvo's profitability, financial condition or results of operations. In addition, even if Qorvo fully executes and implements these actions, there may be other unforeseeable and unintended consequences that could materially adversely impact Qorvo's profitability and business, including unintended employee attrition, harm to its competitive position or inability to effectively scale its business in response to shifting demand. To the extent that Qorvo does not achieve the profitability enhancement or other anticipated benefits of restructuring initiatives, Qorvo's results of operations may be materially adversely affected.

Qorvo must attract, retain, and motivate key employees in order to compete, and its failure to do so could harm its business and results of operations.

Qorvo must hire and retain qualified employees, continue to develop leaders for key business units and functions, expand Qorvo's presence in international locations, adapt to cultural norms of foreign locations and train and motivate its employee base in order to compete effectively. Labor is further subject to external factors that are beyond Qorvo's control, including its industry's highly competitive market for skilled workers and leaders, cost inflation and workforce participation rates. Qorvo's future operating results and success depend on retaining and recruiting key R&D and technical personnel, as well as sales and marketing and administrative support. Qorvo does not have employment agreements with the vast majority of its employees. Qorvo must also continue to attract qualified personnel. The competition for qualified personnel is intense, and the number of people with experience, particularly in design engineering, software engineering, integrated circuit and filter design, and technical marketing and support, is limited. In addition, existing or new immigration laws, policies or regulations in the United States may limit the pool of available talent. Difficulties obtaining visas and other restrictions on international travel could make it more onerous to effectively manage Qorvo's international operations, operate as a global company or service its international customer base. Changes in the interpretation and application of employment-related laws to Qorvo's workforce practices may also result in increased operating costs and less flexibility in how Qorvo meets its changing workforce needs. Further, any transition from flexible work arrangements to more stringent on-site work requirements may result in higher employee attrition and make it more difficult for Qorvo to compete

in the job market. Qorvo cannot be sure that it will be able to attract and retain skilled personnel in the future, which could harm its business and results of operations.

Qorvo is subject to warranty claims, product recalls and product liability.

From time to time, Qorvo may be subject to warranty or product liability claims that could lead to significant expense. Qorvo may also be exposed to such claims as a result of any acquisition it may undertake in the future. Although Qorvo maintains reserves for reasonably estimable liabilities and purchase product liability insurance, Qorvo may elect to self-insure with respect to certain matters, and Qorvo's reserves may be inadequate to cover the uninsured portion of such claims.

Product liability insurance is subject to significant deductibles, and such insurance may be unavailable or inadequate to protect against all claims. If one of Qorvo's customers recalls a product containing one of its devices, Qorvo may incur significant costs and expenses, including replacement costs, direct and indirect product recall-related costs, diversion of technical and other resources and reputational harm. Qorvo's customer contracts typically contain warranty and indemnification provisions, and in certain cases may also contain liquidated damages provisions relating to product quality issues. The potential liabilities associated with such provisions are significant, and in some cases, including in agreements with some of Qorvo's largest end customers, are potentially unlimited. Any such liabilities may greatly exceed any revenue Qorvo receive from sale of the relevant products. Costs, payments or damages incurred or paid by Qorvo in connection with warranty and product liability claims and product recalls could materially and adversely affect Qorvo's financial condition and results of operations.

Changes in Qorvo's effective tax rate may adversely impact its results of operations and cash flow.

Qorvo is subject to taxation in the United States and numerous foreign jurisdictions. Qorvo's effective tax rate is subject to fluctuations and impacted by a number of factors, including the following:

- changes in Qorvo's overall profitability and the amount of profit determined to be earned and taxed in jurisdictions with differing statutory tax rates;
- changes in Qorvo's operating structure, strategy and investment decisions;
- the resolution of issues arising from tax audits with various tax authorities, including those described in Note 13 of the Notes to Consolidated Financial Statements;
- changes in the valuation of either Qorvo's gross deferred tax assets or gross deferred tax liabilities;
- adjustments to income taxes upon finalization of various tax returns;
- changes in expenses not deductible for tax purposes;
- changes in available tax credits; and
- changes in tax laws, domestic and foreign, or the interpretation of such tax laws and changes in generally accepted accounting principles.

Any significant increase in Qorvo's future effective tax rates could reduce net income and cash flow for future periods.

The enactment of international or domestic tax legislation, or changes in regulatory guidance, may adversely impact Qorvo's results of operations and cash flow.

Qorvo is subject to taxation in the Unites States and numerous foreign jurisdictions worldwide. To the extent that tax laws and regulations in these various regions change, it could adversely impact Qorvo's tax expense and liability.

Corporate tax reform, base-erosion efforts and increased tax transparency continue to be high priorities in many tax jurisdictions in which Qorvo has business operations. In August 2022, the U.S. enacted the Inflation Reduction Act ("IRA"), establishing a new book minimum tax of 15% on consolidated adjusted GAAP pre-tax earnings for corporations with average income in excess of $1 billion. In July 2025, the U.S. enacted the One Big Beautiful Bill Act ("OBBBA"), which permanently extends several tax

provisions originally introduced under the 2017 Tax Cuts and Jobs Act and also repeals, modifies and introduces various other tax measures with varying effective dates. Certain OBBBA provisions became effective and were reflected in Qorvo's fiscal 2026 results, while others will become effective in future periods. Due to the complex nature of these changes in U.S. tax law and their corresponding calculations and estimates, as well as the continued changes in legal interpretations and guidance issued under these laws, Qorvo's final tax liability may differ from Qorvo's initial income tax provisions.

In addition, other countries in which Qorvo operates have implemented legislation and other guidance to align their international tax rules with the Organization for Economic Co-operation and Development's (the "OECD") Base Erosion and Profit Shifting recommendations and action plan, which aim to standardize and modernize global corporate tax policy, including changes to cross-border taxation, transfer pricing documentation rules, nexus-based tax incentive practices, allocating greater taxing rights to countries where customers are located and establishing a minimum tax of 15% on global income (commonly referred to as the OECD's global minimum tax regime or "Pillar Two"). Qorvo's effective tax rate in fiscal 2026 was materially impacted by Pillar Two. In January 2026, the OECD released additional Pillar Two guidance introducing a "side-by-side" system. Upon adoption by local legislatures, this system becomes effective for years beginning on or after January 1, 2026 and will exclude U.S. headquartered companies and their subsidiaries from certain aspects of minimum taxation. However, to the extent enacted, the "side-by-side" system does not exempt Qorvo's foreign subsidiaries from domestic minimum tax requirements. As more countries enact law or provide guidance related to these global minimum tax rules, Qorvo's effective tax rate and cash tax payments could be impacted.

Future legislative changes, interpretations and guidance, and changes in prior tax rulings and decisions by tax authorities regarding treatments and positions of corporate income taxes resulting from these initiatives, could increase complexity and tax uncertainty, increase Qorvo's effective tax rate and result in taxes Qorvo previously paid being subject to change, which may adversely impact its financial position and results of operations.

Changes in the favorable tax status of Qorvo's non-U.S. subsidiaries would have an adverse impact on Qorvo's operating results.

Some of Qorvo's foreign subsidiaries operate under tax holiday arrangements and other preferential tax regimes that reduce its overall tax expense. These incentives are subject to various ongoing conditions and periodic governmental review. In their efforts to respond to budget deficits and evolving global tax regimes, governments around the world continue to review the design of, and policies on, tax holidays and similar incentives. Future changes in Qorvo's tax holiday status could adversely impact its effective tax rate and net income in future periods.

The benefit of these tax incentive programs may also be reduced by the implementation of minimum tax regimes, including Pillar Two, which have been adopted in many countries in which Qorvo operates. In Singapore, certain top-up tax regimes became effective in fiscal 2026 and have had a dilutive effect on the financial benefits derived from Qorvo's tax incentive arrangements.

Qorvo is subject to risks associated with social, environmental, health and safety regulations, including those related to climate change.

Qorvo is subject to a broad array of U.S. and foreign social, environmental, health and safety laws and regulations. Environmental laws and regulations include those related to the use, transportation, storage, handling, emission, discharge and recycling or disposal of hazardous materials used in Qorvo's manufacturing, assembly and testing processes. Additional laws and regulations include those related to human rights and supply chain due diligence. Such laws and regulations, as well as the associated frameworks for reporting, vary greatly by jurisdiction in which Qorvo does business and are continually evolving. Qorvo's failure to comply with any of these existing or future laws or regulations could result in:

- regulatory penalties and fines;
- legal liabilities, including financial responsibility for remedial measures if Qorvo's properties are contaminated;

- expenses to secure required permits and governmental approvals;
- reputational damage;
- suspension or curtailment of Qorvo's manufacturing, assembly and test processes; and
- increased costs to acquire pollution abatement or remediation equipment or to modify Qorvo's equipment, facilities or manufacturing processes to bring them into compliance with applicable laws and regulations.

Existing and future laws and regulations could also impact Qorvo's product designs and limit or restrict the materials or components that are included in its products. In addition, many of Qorvo's largest end customers require companies within their supply chain to comply with corporate social responsibility policies that exceed applicable legal requirements, and often include employment, human rights, health, safety, and environmental initiatives. Further, certain jurisdictions may require companies to disclose environmental and social policies, practices and metrics, on topics such as climate change, carbon emissions, water usage, waste management and human capital. Compliance with these policies increases Qorvo's operating expenses, and non-compliance can adversely affect customer relationships and harm its business.

Regulations in the U.S. currently require that Qorvo determines whether certain materials used in its products, referred to as conflict minerals, originated in the Democratic Republic of the Congo or adjoining countries, or were from recycled or scrap sources. Qorvo may face challenges with government regulators and its customers and suppliers if Qorvo is unable to sufficiently make any required determination that the metals used in Qorvo's products are conflict-free.

New climate change laws and regulations could require Qorvo to change its manufacturing processes or procure substitute raw materials that may cost more or be more difficult to procure. In addition, new restrictions on emissions of carbon dioxide or other greenhouse gases could result in increased costs for Qorvo and its suppliers. Finally, there is legislation globally which could require Qorvo to align programs to the expectations of investors, customers or other stakeholders and disclose an increasing amount of information and data to illustrate Qorvo's position and progress. If Qorvo does not adapt its strategy or execution quickly enough to meet the evolving expectations of Qorvo's investors, customers and regulators, or if its environmental or social metrics are incomplete or inaccurate, Qorvo's business, financial condition, results of operations, brand and reputation could be adversely affected.

Risks Related to Qorvo's International Sales and Operations

Qorvo is subject to risks from international sales and operations.

Qorvo operates globally with sales offices and R&D activities as well as manufacturing, assembly and test facilities in multiple countries, and some of Qorvo's business activities are concentrated in Asia. As a result, Qorvo is subject to regulatory, geopolitical and other risks associated with doing business outside the U.S., including:

- global and local economic, social and political conditions and uncertainty;
- currency controls and currency exchange rate fluctuations;
- inflation, as well as changes in existing and expected rates of inflation, which vary across the jurisdictions in which Qorvo does business;
- formal or informal imposition of export, import or doing-business regulations, including trade sanctions, tariffs and other related restrictions;
- labor market conditions and workers' rights affecting Qorvo's manufacturing operations or those of its customers or suppliers;
- disruptions in capital and securities and commodities trading markets;
- occurrences of geopolitical crises such as terrorist activity, armed conflict, civil or military unrest or political instability, or global hostilities such as the war in Ukraine and the ongoing conflicts in the Middle East, may disrupt manufacturing, assembly, logistics, security and communications and result in reduced demand for Qorvo's products;

- compliance with laws and regulations that differ among jurisdictions, including those covering taxes, IP ownership and infringement, imports and exports, anti-corruption and anti-bribery, antitrust and competition, cybersecurity, data privacy, and social, environment, health, and safety;
- markets for 5G or future technology infrastructure not developing in the manner or in the time periods Qorvo anticipates, including as a result of unfavorable developments with evolving laws and regulations worldwide; and
- pandemics and similar major health concerns, which could adversely affect Qorvo's business and its customer order patterns.

Sales to customers located outside the U.S. accounted for approximately 37% of Qorvo's revenue in fiscal 2026, of which approximately 13% was attributable to sales to customers located in China. Qorvo expects revenue from international sales will continue to be a significant part of its total revenue. Any weakness in the Chinese economy, heightened tensions between the U.S. and China, China and Taiwan, or other countries, could result in a decrease in demand for consumer products that contain Qorvo's products, which could materially and adversely affect its business. The imposition by the U.S. of tariffs on goods imported from China, countermeasures imposed by China in response, U.S. export restrictions on sales of products to China and other government actions that restrict or otherwise adversely affect Qorvo's ability to sell its products to customers in China may have a material adverse impact on Qorvo's business, including its ability to sell products and to manufacture or source components and materials.

As a global company, Qorvo's results are affected by movements in currency exchange rates. Qorvo's exposure may increase or decrease over time as its foreign business levels fluctuate in the countries where Qorvo has operations, and these changes could have a material impact on Qorvo's financial results. The functional currency for most of Qorvo's international operations is the U.S. dollar. Qorvo has foreign operations in Asia and Europe. Qorvo's international revenue is primarily denominated in U.S. dollars. Operating expenses and certain working capital items related to Qorvo's foreign-based operations are, in some instances, denominated in the local foreign currencies and therefore are affected by changes in the U.S. dollar exchange rate in relation to foreign currencies, such as the Euro, Renminbi and Singapore Dollar. If the U.S. dollar weakens compared to these and other currencies, Qorvo's operating expenses for foreign operations will be higher when remeasured back into U.S. dollars.

Economic regulation in China could adversely impact Qorvo's business and results of operations.

For many years, the Chinese economy has experienced periods of rapid growth and wide fluctuations in the rate of inflation. In response to these factors, the Chinese government has, from time to time, adopted measures to regulate growth and contain inflation, including currency controls and measures designed to restrict credit, control prices or set currency exchange rates. Such actions in the future, as well as other changes in Chinese laws and regulations, including actions in furtherance of China's stated policy of reducing its dependence on foreign semiconductor manufacturers, could increase the cost of doing business in China, strengthen China-based competitors, decrease the demand for Qorvo's products in China and reduce the supply of critical materials for its products, which could have a material adverse effect on Qorvo's business and results of operations.

Changes in government trade policies, including the imposition of tariffs and export restrictions, have limited and could continue to limit Qorvo's ability to sell or provide its products and other items to certain customers and suppliers, which may materially adversely affect Qorvo's sales and results of operations.

Export restrictions and sanctions imposed by the U.S., China, United Kingdom, EU, and other jurisdictions are complex and have intensified in recent years. Unless rescinded or exemptions apply, tariffs and any escalations in the global trade war could significantly harm Qorvo's business, financial condition and results of operations.

The U.S. and foreign governments have taken and may continue to take administrative, legislative or regulatory action that could materially interfere with Qorvo's ability to export, reexport, import and transfer products and other items to certain countries, particularly China. For example, the imposition of tariffs has resulted in higher duties owed on certain products that are imported from China to the U.S., and

countermeasures from China could result in increased costs for Qorvo's products, which may, in turn lead to decreased demand for its products, and has the potential to adversely impact its business and operations.

Furthermore, Qorvo has experienced and may continue to experience restrictions on its ability to export, reexport, and transfer its products and other items to certain foreign customers and suppliers where governmental policy prohibits such activity or export licenses are required. The U.S. government has imposed export restrictions that effectively banned American companies from exporting, reexporting, and transferring products to certain of Qorvo's customers, and imposed significant restrictions on the ability to obtain export licenses for its products. Such restrictions could have a continuing negative impact on Qorvo's future revenue and results of operations. In addition, Qorvo's customers or suppliers affected by U.S. government sanctions or threats of sanctions may respond by developing their own solutions to replace its products or by adopting Qorvo's foreign competitors' solutions and products.

Qorvo cannot predict what further actions may ultimately be taken with respect to tariffs, which have increased under the current U.S. administration, along with the potential for new export restrictions or other trade measures between the U.S. and other countries, what products or entities may be subject to such actions, or what reciprocation may be taken by other countries in response to these U.S. actions. However, the tariffs imposed by the U.S. are increasing the cost of importing foreign sourced components and equipment to Qorvo's U.S. facilities to build the products that Qorvo manufactures in the U.S. China's reciprocal tariffs, and any other reciprocal tariffs that may be imposed or reinstated by other countries, may harm demand for Qorvo's products from customers in those regions, or may cause its customers in those regions to push out or cancel previously placed purchase orders. The loss of foreign customers or suppliers or the imposition of restrictions on Qorvo's ability to sell or transfer products to such customers or suppliers as a result of tariffs, export restrictions or other U.S. regulatory actions could materially adversely affect its sales, business and results of operations. Countermeasures by other countries, including China's rare earth export restrictions, in reaction to increasing such U.S. government actions may impact Qorvo's operations and future revenue as the compliance and sourcing landscape becomes more challenging.

USE OF PROCEEDS

Neither of Skyworks or Qorvo will receive any cash proceeds from the issuance of the Skyworks Notes in connection with the Exchange Offers and Consent Solicitations. In exchange for exchanging the Skyworks Notes and paying the cash consideration, Skyworks will receive the tendered Qorvo Notes. Skyworks does not intend to resell or reoffer the tendered Qorvo Notes accepted for exchange in the Exchange Offers.

DESCRIPTION OF THE EXCHANGE OFFERS AND CONSENT SOLICITATIONS

The Exchange Offers

Skyworks is offering holders of each series of Qorvo Notes the opportunity to exchange any and all of their Qorvo Notes for the corresponding series of Skyworks Notes and cash as indicated in the table below, upon the terms and subject to the conditions set forth in this Prospectus/Offers to Exchange.

For each $1,000 principal amount of the applicable series of Qorvo Notes validly tendered and not validly withdrawn at or prior to the applicable Early Participation Date and accepted for exchange, holders of such Qorvo Notes will be eligible to receive the applicable Consent Payment.

For each $1,000 principal amount of the applicable series of Qorvo Notes validly tendered and not validly withdrawn at or prior to the applicable Early Participation Date and either (A) not validly withdrawn at or prior to the applicable Expiration Date or (B) if validly withdrawn after the applicable Early Participation Date, validly re-tendered at or prior to the applicable Expiration Date, along with the Early Participation VOI Number corresponding to such re-tendered Qorvo Notes, holders of such Qorvo Notes will be eligible to receive the applicable Early Participation Premium.

For each $1,000 principal amount of the applicable series of Qorvo Notes validly tendered and not validly withdrawn at or prior to the applicable Expiration Date and accepted for exchange, holders of such Qorvo Notes will be eligible to receive the applicable Exchange Consideration.

The applicable Consent Payment will be paid on the applicable Settlement Date to each holder who is a beneficial owner of the applicable series of Qorvo Notes and who validly tendered and did not validly withdraw consents with respect to such Qorvo Notes at or prior to the applicable Early Participation Date as of 5:00 p.m., New York City time, even if such holder has withdrawn such Qorvo Notes after such Early Participation Date or such holder is no longer the beneficial owner of such Qorvo Notes on the applicable Expiration Date. See "— Consent Payment," "— Exchange Consideration" and "— Total Consideration" below. For the avoidance of doubt, consents may not be revoked after the applicable Consent Revocation Deadline.

The Qorvo Notes may be tendered and consents may be delivered only in principal amounts equal to minimum denominations of $2,000 and integral multiples of $1,000 in excess thereof. No alternative, conditional or contingent tenders will be accepted. Holders who do not tender all of their Qorvo Notes should ensure that they retain a principal amount of the applicable series of Qorvo Notes amounting to at least the authorized minimum denomination of their Qorvo Notes and integral multiples of $1,000 in excess thereof.

The Skyworks Notes will only be issued in minimum denominations of $2,000 and integral multiples of $1,000 in excess thereof. No tender of Qorvo Notes will be accepted if it results in the issuance of less than $2,000 principal amount of the applicable series of Skyworks Notes. If, pursuant to an Exchange Offer, a tendering holder would otherwise be entitled to receive a principal amount of Skyworks Notes that is not equal to $2,000 or an integral multiple of $1,000 in excess thereof, such principal amount will be rounded down to the nearest $2,000 or integral multiple of $1,000 in excess thereof, and such holder will receive the rounded principal amount of such Skyworks Notes plus cash equal to the principal amount of such Skyworks Notes not received as a result of rounding down. For the avoidance of doubt, no accrued interest will be paid on the principal amount of such Skyworks Notes as a result of rounding down.

The interest rate, interest payment dates and maturity date of each series of Skyworks Notes to be issued by Skyworks in the Exchange Offers will be the same as those of the corresponding series of Qorvo Notes to be exchanged. The Skyworks Notes will replace the fixed redemption schedule currently included in the Qorvo Notes with a customary investment grade redemption schedule, including a 3-month par call date and make-whole mechanism as further described herein. See "Description of the Skyworks Notes."

No accrued and unpaid interest is payable upon acceptance of any Qorvo Notes for exchange in the applicable Exchange Offer and Consent Solicitation. However, the first interest payment on any Skyworks Notes will include the accrued and unpaid interest on the corresponding series of Qorvo Notes tendered in exchange therefor so that a tendering holder will be eligible to receive the same interest payment it would

have received had such Qorvo Notes not been tendered in the Exchange Offers and Consent Solicitations; *provided* that the amount of accrued and unpaid interest shall only be equal to the accrued and unpaid interest on the principal amount of such Qorvo Notes equal to the aggregate principal amount of the applicable series of Skyworks Notes a holder receives, which may be less than the principal amount of corresponding Qorvo Notes tendered for exchange. For the avoidance of doubt, to the extent an interest payment date for the Qorvo Notes occurs prior to the applicable Settlement Date, holders who validly tendered and did not validly withdraw such Qorvo Notes in the applicable Exchange Offer and Consent Solicitation will receive accrued and unpaid interest on such interest payment date as required by the terms of the applicable Qorvo Indenture.

The Skyworks Notes are a new series of debt securities that will be issued under that certain base indenture, to be entered into between Skyworks and U.S. Bank National Association, as trustee, as supplemented by supplemental indentures with respect to each series of Skyworks Notes to be entered into between Skyworks and U.S. Bank National Association (together, the "Skyworks Indenture"). The terms of the Skyworks Notes will include those expressly set forth in such notes and the Skyworks Indenture and those made part of the Skyworks Indenture by reference to the Trust Indenture Act. Each series of Skyworks Notes will initially be issued to Skyworks on the applicable Settlement Date for Skyworks to exchange on such Settlement Date for the corresponding series of tendered Qorvo Notes.

The Consent Solicitations

Concurrently with the Exchange Offers, upon the terms and subject to the conditions set forth in this Prospectus/Offers to Exchange, Skyworks, on behalf of Qorvo, is soliciting consents with respect to each series of Qorvo Notes from the holders to, among other things, eliminate from the Qorvo Indentures (i) substantially all of the restrictive covenants, (ii) certain of the events which may lead to an "Event of Default" (as defined in the Qorvo Indentures), (iii) the reporting covenant, (iv) the restrictions on Qorvo or any guarantor of the Qorvo Notes from consolidating with or merging into another person or conveying, transferring or leasing all or substantially all of its assets and its subsidiaries' assets (taken as a whole) to any person, (v) the requirement for certain subsidiaries of Qorvo to guarantee the Qorvo Notes in the future, and (vi) the obligation to offer to repurchase the Qorvo Notes upon certain change of control transactions (the "Proposed Amendments"). The Proposed Amendments are described in more detail under "The Proposed Amendments." The Proposed Amendments with respect to a series of Qorvo Notes require the consent of the holders of at least a majority in aggregate principal amount of the Qorvo Notes of such series outstanding.

If the Proposed Amendments with respect to a series of Qorvo Notes become operative and effected with respect to such series, they will be binding on all holders of Qorvo Notes of such series issued thereunder, including those who do not deliver their consent to the applicable Proposed Amendments and do not tender their Qorvo Notes in the applicable Exchange Offer. If for any reason the required consents are not obtained with respect to a series of Qorvo Notes, the Proposed Amendments to such Qorvo Notes will not become operative and the Qorvo Notes of such series will be subject to the same terms and conditions as existed before the Exchange Offers and the Consent Solicitations were made. You may not deliver a consent in the Consent Solicitations without tendering the applicable series of Qorvo Notes in the corresponding Exchange Offer. If you tender Qorvo Notes in an Exchange Offer, you will be deemed to have delivered your consent, with respect to the principal amount of such tendered Qorvo Notes, to the Proposed Amendments to the applicable series of Qorvo Notes.

Tendered Qorvo Notes may be withdrawn at any time before the applicable Expiration Date; provided that, if we have not yet accepted Qorvo Notes for exchange, tenders of Qorvo Notes may also be validly withdrawn at any time after 12:00 Midnight, New York City time, on August 17, 2026, the 60th day following the commencement of the Exchange Offers, pursuant to Section 14(d)(5) of the Exchange Act (as applicable to the Exchange Offers by way of Rule 162(a)(2) under the Exchange Act). However, a valid withdrawal of the tendered Qorvo Notes after the applicable Consent Revocation Deadline will not be deemed a revocation of the related consents and such consents will continue to be deemed delivered.

The Proposed Amendments with respect to a series of Qorvo Notes constitute a single proposal with respect to that series of Qorvo Notes, and a consenting and tendering holder must consent to the adoption of the Proposed Amendments with respect to a series of Qorvo Notes in their entirety and may not consent selectively with respect to certain of the Proposed Amendments with respect to such series.

The following table sets forth the Consent Payment, the Exchange Consideration, the Early Participation Premium and the Total Consideration for each series of Qorvo Notes for which the corresponding series of Skyworks Notes are being offered:

Title of Qorvo Notes	CUSIP/ISIN No.	Principal Amount Outstanding	Consent Payment[1]	Exchange Consideration[2]	Early Participation Premium[3]	Total Consideration[4]
4.375% Senior Notes due 2029	Registered: 74736KAH4/ US74736KAH41 144A: 74736KAG6 / US74736KAG67 Regulation S: U7471QAF1 / USU7471QAF10	$850,000,000	$2.50 to $5.00 in cash	$950.00 principal amount of Skyworks 4.375% Senior Notes due 2029	$50.00 principal amount of Skyworks 4.375% Senior Notes due 2029	$1,000 principal amount of Skyworks 4.375% Senior Notes due 2029 and $2.50 to $5.00 in cash
3.375% Senior Notes due 2031	144A: 74736KAJ0 / US74736KAJ07 Regulation S: U7471QAJ3 / USU7471QAJ32	$700,000,000	$2.50 to $5.00 in cash	$950.00 principal amount of Skyworks 3.375% Senior Notes due 2031	$50.00 principal amount of Skyworks 3.375% Senior Notes due 2031	$1,000 principal amount of Skyworks 3.375% Senior Notes due 2031 and $2.50 to $5.00 in cash

(1) Per $1,000 principal amount of the applicable series of Qorvo Notes validly tendered and not validly withdrawn at or prior to the applicable Early Participation Date, the applicable Consent Payment will be an amount equal to the product of $2.50 multiplied by a fraction, the numerator of which is the aggregate principal amount of such series of Qorvo Notes outstanding as of such Early Participation Date and the denominator of which is the aggregate principal amount of such series of Qorvo Notes validly tendered and not validly withdrawn at or prior to such Early Participation Date. As a result, the applicable Consent Payment for a series of Qorvo Notes will range from $2.50 per $1,000 principal amount (if all holders of such series of Qorvo Notes tender) to approximately $5.00 per $1,000 principal amount (if holders tender a majority of the aggregate principal amount of such series of Qorvo Notes). Any Consent Payment will be paid on the applicable Settlement Date.

For the avoidance of doubt, a holder that validly tenders Qorvo Notes and delivers (and does not validly revoke) a consent at or prior to the applicable Early Participation Date, but withdraws such Qorvo Notes after such Early Participation Date but at or prior to the applicable Expiration Date, will be eligible to receive the applicable Consent Payment, even if such holder has withdrawn their Qorvo Notes after the applicable Early Participation Date or such holder is no longer the beneficial owner of such Qorvo Notes at such Expiration Date.

Consents may not be revoked after the applicable Consent Revocation Deadline.

(2) For each $1,000 principal amount of the applicable series of Qorvo Notes accepted for exchange.

(3) For each $1,000 principal amount of the applicable series of Qorvo Notes validly tendered and not validly withdrawn at or prior to the applicable Early Participation Date and accepted for exchange. As discussed in more detail below, each holder that validly tenders and does not validly withdraw their Qorvo Notes at or prior to the applicable Early Participation Date will receive an Early Participation VOI Number in respect of the aggregate principal amount of the applicable series of Qorvo Notes that such holder validly tendered and did not validly withdraw at or prior to such Early Participation Date. Subject to the terms and conditions set forth herein, on the applicable Settlement Date, the applicable Early Participation Premium (as defined herein) will be paid to each holder whose Qorvo Notes have been validly tendered and not validly withdrawn at or prior to such Early Participation Date and either (A) such holder has not validly withdrawn such Qorvo Notes at or prior to the applicable Expiration Date or (B) if such Qorvo Notes have been validly withdrawn at or prior to the applicable Expiration Date, such holder, at or prior to such Expiration Date, (i) has validly re-tendered, and has not validly withdrawn, such Qorvo Notes and (ii) submitted the Early Participation VOI Number with respect to such re-tendered Qorvo Notes.

(4) For each $1,000 principal amount of the applicable series of Qorvo Notes. Includes the applicable Consent Payment, Exchange Consideration and Early Participation Premium. For the avoidance of doubt, (i) consents may not be revoked after the applicable Consent Revocation Deadline, and (ii) unless the applicable Exchange Offer is amended, in no event will any holder of Qorvo Notes be eligible to receive more than $1,000 aggregate principal amount of Skyworks Notes for each $1,000 aggregate principal amount of the applicable series of Qorvo Notes accepted for exchange.

Consent Payment

For each $1,000 principal amount of the applicable series of Qorvo Notes validly tendered and not validly withdrawn at or prior to the applicable Early Participation Date, holders of such Qorvo Notes will be eligible to receive a cash payment of an amount equal to the product of $2.50 multiplied by a fraction, the numerator of which is the aggregate principal amount of such series of Qorvo Notes outstanding as of such Early Participation Date and the denominator of which is the aggregate principal amount of such series of Qorvo Notes validly tendered and not validly withdrawn at or prior to such Early Participation Date. As a result, the applicable Consent Payment for a series of Qorvo Notes will range from $2.50 per $1,000 principal amount (if all holders of such series of Qorvo Notes tender) to approximately $5.00 per $1,000 principal amount (if holders tender a majority of the aggregate principal amount of such series of Qorvo Notes). For the avoidance of doubt, consents may not be revoked after the applicable Consent Revocation Deadline.

Soliciting Dealer Fee

Skyworks will pay a Soliciting Dealer Fee of $2.50 for each $1,000 principal amount of the applicable series of Qorvo Notes validly tendered and not validly withdrawn at or prior to the applicable Early Participation Date to retail brokers that are appropriately designated by their tendering holder clients to receive this fee, provided that such fee will only be paid with respect to tenders by holders whose aggregate principal amount of the Qorvo Notes is $250,000 or less. In order to be eligible to receive this fee, a properly completed soliciting dealer form must be delivered by the relevant soliciting dealer to the Exchange Agent and Information Agent prior to the Expiration Date. Skyworks will, in its sole and absolute discretion, determine whether a broker has satisfied the criteria for being eligible to receive a Soliciting Dealer Fee.

A soliciting dealer is a broker or dealer in securities which is a member of any national securities exchange or of the Financial Industry Regulatory Authority, or a bank or trust company. Soliciting dealers will include any of the organizations described in the preceding sentence even when the activities of such organization in connection with the Exchange Offers and Consent Solicitations consist solely of forwarding to clients materials relating to the Exchange Offers and Consent Solicitations and tendering Qorvo Notes as directed by beneficial owners thereof. Each soliciting dealer will confirm that each holder that it solicits has received a copy of this Prospectus/Offers to Exchange, or concurrently with such solicitation provides the holder with a copy of this Prospectus/Offers to Exchange. No soliciting dealer is required to make any recommendation to holders as to whether to tender its Qorvo Notes and give its consent or refrain from tendering its Qorvo Notes and withhold a consent. No assumption is made, in making payments to any soliciting dealer, that its activities in connection with the Exchange Offers and Consent Solicitations included any activities other than those described in this paragraph. For all purposes noted in materials relating to the Exchange Offers and Consent Solicitations, the term “solicit” shall be deemed to mean no more than “processing tenders” or “forwarding to customers material regarding the offer.”

Soliciting dealers are not eligible to receive a Soliciting Dealer Fee with respect to Qorvo Notes beneficially owned by such soliciting dealer or with respect to any Qorvo Notes that are registered in the name of a soliciting dealer unless such Qorvo Notes are held by such soliciting dealer as nominee and the related Qorvo Notes are tendered on behalf of the beneficial owner of such Qorvo Notes.

Soliciting dealers should take care to ensure that proper records are kept to document their eligibility to receive any Soliciting Dealer Fee. Skyworks and the Information Agent reserve the right to require additional information at their discretion, as deemed warranted.

Exchange Consideration; Total Consideration

For each $1,000 principal amount of the applicable series of Qorvo Notes validly tendered and not validly withdrawn at or prior to the applicable Expiration Date and accepted for exchange, holders of the applicable series of Qorvo Notes will be eligible to receive the Exchange Consideration of $950.00 principal amount of the corresponding series of Skyworks Notes.

To be eligible to receive the applicable Total Consideration with respect to the applicable series of Qorvo Notes, comprised of the applicable Consent Payment, Early Participation Premium and Exchange Consideration, holders must have (i) met the conditions for the applicable Consent Payment and (ii) also hold the applicable series of Qorvo Notes that have been validly tendered and not validly withdrawn at or prior to the applicable Early Participation Date and either (A) such Qorvo Notes must not have validly withdrawn at or prior to the applicable Expiration Date or (B) if such Qorvo Notes have been validly withdrawn after the applicable Early Participation Date, such holder must have (i) validly re-tendered, and not validly withdrawn, such Qorvo Notes at or prior to the applicable Expiration Date, and (ii) submitted the Early Participation VOI Number with respect to such re-tendered Qorvo Notes. For the avoidance of doubt, a holder that acquires Qorvo Notes with an Early Participation VOI Number after the applicable Early Participation Date and validly tenders and does not validly withdraw such Qorvo Notes at or prior to the applicable Expiration Date, along with the corresponding Early Participation VOI Number, is eligible to receive the applicable Early Participation Premium in addition to the applicable Exchange Consideration. To the extent a holder validly tenders or re-tenders Qorvo Notes at or prior to the applicable Expiration Date with an Early Participation VOI Number that does not match the aggregate principal amount of the applicable series of Qorvo Notes validly tendered, the tender may be rejected or consideration received by such holder may be modified. If any such holder wishes to withdraw Qorvo Notes from the tender that are evidenced by an Early Participation VOI Number as described above after the applicable Early Participation Date and subsequently re-tender or transfer such Qorvo Notes, it will need to contact its broker or custodian to obtain such Early Participation VOI Number to be eligible to receive or transfer the right to receive the applicable Early Participation Premium with respect to the aggregate principal amount of the applicable series of Qorvo Notes evidenced by such Early Participation VOI Number. See "Description of the Exchange Offers and Consent Solicitations — Procedures for Re-Tendering and VOI Numbers" for more information. A holder that validly tenders Qorvo Notes and delivers (and does not validly revoke) a consent at or prior to the applicable Early Participation Date, but withdraws such Qorvo Notes after the applicable Early Participation Date but at or prior to the applicable Expiration Date, will receive the applicable Consent Payment, even if such holder has withdrawn their Qorvo Notes after the applicable Early Participation Date or such holder is no longer the beneficial owner of such Qorvo Notes at the applicable Expiration Date. Holders who acquire Qorvo Notes following the applicable Early Participation Date will not be eligible to receive the Consent Payment with respect to such Qorvo Notes (and therefore, will not be eligible to receive the Total Consideration (as defined herein) with respect to such Qorvo Notes). For the avoidance of doubt, unless the applicable Exchange Offer is amended, in no event will any holder of Qorvo Notes receive more than $1,000 aggregate principal amount of Skyworks Notes for each $1,000 aggregate principal amount of Qorvo Notes accepted for exchange.

For the avoidance of doubt, consents may not be revoked after the applicable Consent Revocation Deadline.

Because the Exchange Offers and Consent Solicitations are subject to the satisfaction or, where permitted, waiver of certain conditions as described herein, including, among other things, the registration statement of which this Prospectus/Offers to Exchange forms a part having been declared effective by the SEC and the consummation of the Mergers, holders of Qorvo Notes will not receive the Consent Payment, the Early Participation Premium, the Exchange Consideration or the Total Consideration with respect to any series of Qorvo Notes, as applicable, unless the Mergers are consummated.

Consent Revocation Deadline; Early Participation Date; Expiration Date; Extensions; Amendments; Termination

The Consent Revocation Deadline is the earlier of (i) 5:00 p.m., New York City time, on June 11, 2026, unless amended or extended with respect to either Exchange Offer and Consent Solicitation, and (ii) the date the supplemental indenture to the applicable Qorvo Indenture implementing the Proposed Amendments

with respect to the applicable series of Qorvo Notes is executed. Skyworks reserves the right to extend the Consent Revocation Deadline with respect to an Exchange Offer and Consent Solicitation without extending the Consent Revocation Deadline for the other Exchange Offer and Consent Solicitation. The Early Participation Date is 5:00 p.m., New York City time, on June 11, 2026, subject to Skyworks' right to extend that time and date with respect to either Exchange Offer and Consent Solicitation in its sole discretion (which right is subject to applicable law), in which case the applicable Early Participation Date means the latest time and date to which the Early Participation Date with respect to such series of Qorvo Notes is extended. Skyworks reserves the right to extent the Early Participation Date with respect to an Exchange Offer and Consent Solicitation without extending the Early Participation Date for the other Exchange Offer and Consent Solicitation. The Expiration Date is 5:00 p.m., New York City time, on September 1, 2026, subject to Skyworks' right to extend that time and date in its sole discretion with respect to either Exchange Offer and Consent Solicitation (which right is subject to applicable law), in which case the applicable Expiration Date means the latest time and date to which the Expiration Date with respect to such series of Qorvo Notes is extended. Skyworks reserves the right to extend the Expiration Date with respect to an Exchange Offer and Consent Solicitation without extending the Expiration Date for the other Exchange Offer and Consent Solicitation. Skyworks may extend the Expiration Date of each of the Exchange Offers and Consent Solicitations, if necessary, until the date that is on or about the closing date of the Mergers. If Skyworks extends the applicable Expiration Date, Skyworks will notify the Exchange Agent and will make a public announcement as soon as practicable and no later than 5:00 p.m., New York City time on the next business day after the previously scheduled applicable Expiration Date. The public announcement will include the approximate principal amount of the applicable series of Qorvo Notes that had been validly tendered and not validly withdrawn. During any extension of the applicable Early Participation Date or the applicable Expiration Date, all Qorvo Notes previously tendered in the applicable extended Exchange Offer will remain subject to such Exchange Offer and may be accepted for exchange by Skyworks.

Subject to applicable law, Skyworks expressly reserves the right with respect to each Exchange Offer to:

- delay accepting any Qorvo Notes in such Exchange Offer, extend such Exchange Offer or terminate such Exchange Offer and not accept any Qorvo Notes in such Exchange Offer;
- terminate such Exchange Offer and return all Qorvo Notes tendered in such Exchange Offer to the respective tendering holders; and
- amend, modify or, where permitted, waive in part or whole, at any time, or from time to time, the terms of such Exchange Offer in any respect, including a waiver of any conditions to consummation of such Exchange Offer (other than the conditions that the registration statement of which this Prospectus/Offers to Exchange forms a part shall have been declared effective by the SEC or the Mergers shall have been consummated).

Any such delay, extension, termination, amendment, modification or waiver with respect to either or both of the Exchange Offers by Skyworks will automatically delay, extend, terminate, amend, modify or waive conditions precedent to the corresponding Consent Solicitation, as applicable. Any such delay, extension, termination, amendment, modification or waiver with respect to either or both of the Consent Solicitations by Skyworks will automatically delay, extend, terminate, amend, modify or waive conditions precedent to the corresponding Exchange Offer, as applicable.

If Skyworks exercises any such right, Skyworks will give written notice thereof to the Exchange Agent and will make a public announcement thereof as promptly as practicable. Disclosure of material changes in the terms of the Exchange Offers and Consent Solicitations will be disseminated promptly in accordance with Rule 14d-4(d)(2) under the Exchange Act. Without limiting the manner in which Skyworks may choose to make a public announcement of any extension, amendment or termination of either or both of the Exchange Offers and Consent Solicitations, Skyworks will not be obligated to publish, advertise or otherwise communicate any such public announcement, other than by making a timely press release. To extend the Early Participation Date or the Expiration Date, Skyworks will notify the Exchange Agent and will make a public announcement thereof before 9:00 a.m., New York City time, on the next business day after the previously scheduled Early Participation Date or Expiration Date, as applicable. Such announcement will state that Skyworks is extending the Early Participation Date or the Expiration Date, as the case may be, for a specified period or on a daily basis. During any such extension, all Qorvo Notes previously tendered in

an extended Exchange Offer will remain subject to such Exchange Offer and may be accepted for exchange by us. The minimum period during which any of the Exchange Offers and Consent Solicitations will remain open following material changes in the terms of such Exchange Offer and Consent Solicitation or in the information concerning such Exchange Offer and Consent Solicitation will depend upon the facts and circumstances of such change, including the relative materiality of the changes. In accordance with Rule 14e-1 under the Exchange Act, if Skyworks elects to change the consideration offered or the percentage of Qorvo Notes sought (subject to a two percent de minimis exception), the applicable Exchange Offer and Consent Solicitation will remain open for a minimum ten business-day period following the date that the notice of such change is first published or sent to holders. If the terms of an Exchange Offer and Consent Solicitation are amended in a manner determined by Skyworks to constitute a material change adversely affecting any holder, Skyworks will promptly disclose any such amendment in a manner reasonably calculated to inform holders of such amendment, and Skyworks will extend such Exchange Offer and Consent Solicitation for a time period that it deems appropriate, depending upon the significance of the amendment, if such Exchange Offer and Consent Solicitation would otherwise expire during such time period.

Settlement Date

The Settlement Date is expected to be promptly after the applicable Expiration Date and is expected to occur no earlier than the second business day after the closing of the Mergers. Skyworks will not be obligated to deliver Skyworks Notes or pay any cash amounts unless the applicable Exchange Offer and Consent Solicitation is consummated.

Conditions to the Exchange Offers and Consent Solicitations

Notwithstanding any other provisions of the Exchange Offers and Consent Solicitations, or any extension of either Exchange Offer and Consent Solicitation, but subject to applicable law, (1) Skyworks will not be required to accept any Qorvo Notes, deliver any Skyworks Notes or pay any cash amounts and may, with respect to any Exchange Offer, terminate such Exchange Offer, or, at its option, modify, extend or otherwise amend such Exchange Offer, and (2) Qorvo will not be required to enter into any amendment to the Qorvo Indentures, in each case, if any of the following conditions have not been satisfied or, where permitted, waived at or prior to the applicable Expiration Date:

(1) the registration statement of which this Prospectus/Offers to Exchange forms a part shall have been declared effective by the SEC;

(2) the Mergers shall have been consummated in accordance with the Merger Agreement in all material respects; no action or event shall have occurred, been threatened, or may occur, and no statute, rule, regulation, judgment, order, stay, decree or injunction shall have been proposed, issued, promulgated, enacted, entered, enforced or deemed to be applicable to the Exchange Offers, the exchange of Qorvo Notes for Skyworks Notes and cash under the Exchange Offers or the Consent Solicitations by or before any court or governmental, regulatory or administrative agency, authority, instrumentality or tribunal, including, without limitation, taxing authorities, that either:

- challenges the making of the Exchange Offers, the exchange of Qorvo Notes for Skyworks Notes and cash under the Exchange Offers or Consent Solicitations or might, directly or indirectly, be expected to prohibit, prevent, restrict or delay consummation of, or might otherwise adversely affect in any manner, the Exchange Offers, the exchange of Qorvo Notes for Skyworks Notes and cash under the Exchange Offers or the Consent Solicitations; or
- in the reasonable judgment of Skyworks, could materially adversely affect Skyworks', Qorvo's or any of their respective subsidiaries' business, condition (financial or otherwise), income, operations, properties, assets, liabilities or prospects or impair the contemplated benefits to Skyworks and Qorvo of the Exchange Offers, the exchange of Qorvo Notes for Skyworks Notes and cash under the Exchange Offers or the Consent Solicitations;

(3) at any time prior to the anticipated consummation of the Exchange Offers and Consent Solicitations, Skyworks has not determined, in its reasonable judgment, that the consummation of the Exchange Offers and Consent Solicitations is reasonably likely to result in Skyworks or

Qorvo recognizing any adverse tax consequences (other than a *de minimis* one), including as a result of the recognition of cancellation of indebtedness income for U.S. federal income tax purposes;

(4) there shall not have occurred (a) any general suspension of or limitation on trading in securities in the United States securities or financial markets, whether or not mandatory, (b) any material adverse change in the price of the Qorvo Notes, (c) a material impairment in the general trading market for debt securities in the United States, (d) a declaration of a banking moratorium or any suspension of payments in respect of banks by federal or state authorities in the United States, whether or not mandatory, (e) any (i) material escalation or commencement of a war, armed hostilities, a terrorist act or other national or international calamity directly or indirectly relating to the United States or (ii) other calamity or crisis or change in political, financial or economic conditions, if the effect of any such event in clause (i) or (ii), in the reasonable judgment of Skyworks, makes it impracticable or inadvisable to proceed with the Exchange Offers or Consent Solicitations, (f) any limitation, whether or not mandatory, by any governmental authority on, or other event in the reasonable judgment of Skyworks, having a reasonable likelihood of affecting, the extension of credit by banks or other lending institutions in the United States, (g) any material adverse change in the securities or financial markets in the United States generally or (h) in the case of any of the foregoing existing at the time of the commencement of the Exchange Offers or Consent Solicitations, a material acceleration or worsening thereof;

(5) the Qorvo Trustee, with respect to the Qorvo Indentures, shall not have been directed by any holders of Qorvo Notes to object in any respect to, or take any action that could, in Skyworks' reasonable judgment, adversely affect the consummation of the Exchange Offers or the exchange of Qorvo Notes for Skyworks Notes and cash under the Exchange Offers or the ability to effect the Proposed Amendments, nor shall the Qorvo Trustee have taken any action that challenges the validity or effectiveness of the procedures used by Skyworks in making the Exchange Offer, the exchange of Qorvo Notes for Skyworks Notes and cash under the Exchange Offers or the Consent Solicitations;

(6) with respect to the applicable Exchange Offer and Consent Solicitation, Skyworks shall have received the required consents with respect to the applicable series of Qorvo Notes for the Proposed Amendments, as described above under "— The Consent Solicitation"; and

(7) with respect to the applicable Exchange Offer and Consent Solicitation, Qorvo, any guarantors of the Qorvo Notes of the applicable series and the Qorvo Trustee shall have executed and delivered a supplemental indenture to the applicable Qorvo Indenture relating to the Proposed Amendments to such series of Qorvo Notes and not objected in any respect to, or taken any action that could in the reasonable judgment of Skyworks adversely affect, such Consent Solicitation or the ability of Skyworks or Qorvo to effect the Proposed Amendments to such series of Qorvo Notes, nor shall any such trustee have taken any action that challenges the validity or effectiveness of the procedures used to solicit consents (including the form thereof).

Any waiver of a condition by Skyworks with respect to an Exchange Offer will automatically waive such condition with respect to the applicable Consent Solicitation, as applicable.

The foregoing conditions are for the benefit of Skyworks and, other than the conditions that the registration statement of which this Prospectus/Offers to Exchange forms a part shall have been declared effective by the SEC and the Mergers shall have been consummated, may be waived by Skyworks, in whole or in part, in its sole discretion, subject to applicable law, prior to the applicable Expiration Date. Because the Exchange Offers and Consent Solicitations are subject to the satisfaction or, where permitted, waiver of certain conditions as described herein, including, among other things, the registration statement of which this Prospectus/Offers to Exchange forms a part having been declared effective by the SEC and the consummation of the Mergers, holders of Qorvo Notes will not receive the applicable Consent Payment, Early Participation Premium, Exchange Consideration or Total Consideration with respect to any series of Qorvo Notes, as applicable, unless the Mergers are consummated. Any determination made by Skyworks concerning an event, development or circumstance described or referred to above will be conclusive and binding. If any of the

foregoing conditions are not satisfied with respect to an Exchange Offer or Consent Solicitation, Skyworks may, at any time prior to, or on, as applicable, the applicable Expiration Date:

- terminate such Exchange Offer and Consent Solicitation and return all Qorvo Notes tendered in such Exchange Offer to the respective tendering holders;
- modify, extend or otherwise amend such Exchange Offer and Consent Solicitation and retain all Qorvo Notes tendered in such Exchange Offer until the applicable Expiration Date, as extended, subject, however, to any withdrawal rights of holders;
- accept all Qorvo Notes tendered in such Exchange Offer and not previously validly withdrawn, but not (i) waive the unsatisfied conditions with respect to such Exchange Offer to the extent permitted to be waived (which would automatically waive such conditions with respect to the corresponding Consent Solicitation), or (ii) adopt the Proposed Amendments with respect to the applicable series of Qorvo Notes; or
- waive the unsatisfied conditions with respect to such Exchange Offer and Consent Solicitation to the extent permitted to be waived and accept all Qorvo Notes of the applicable series tendered and not previously validly withdrawn.

Skyworks may complete either Exchange Offer even if valid consents sufficient to effect the Proposed Amendments to the Qorvo Indenture with respect to the applicable series of Qorvo Notes are not received. Any amendment, termination, modification, extension or waiver with respect to an Exchange Offer will automatically amend, terminate, modify, extend or waive conditions precedent to the corresponding Consent Solicitation, as applicable.

Treatment of Qorvo Notes Not Tendered in the Exchange Offers and Consent Solicitations

Qorvo Notes of a particular series that are not tendered or that are tendered but not accepted will remain outstanding and will continue to be subject to their existing terms immediately following the completion of the applicable Exchange Offer. However, if the corresponding Consent Solicitation is consummated and the Proposed Amendments become operative, the amendments will apply to all Qorvo Notes of such series not acquired in such Exchange Offer, and the holders of such outstanding Qorvo Notes will no longer have the benefit of the protection of the covenants and restrictive provisions eliminated by the Proposed Amendments. From time to time after the applicable Expiration Date, Skyworks or its affiliates may acquire any Qorvo Notes that are not tendered and accepted in the applicable Exchange Offer and Consent Solicitation through open market purchases, privately negotiated transactions, tender offers, exchange offers, redemption or otherwise, upon such terms and at such prices as Skyworks may determine (or as may be provided for in the applicable Qorvo Indenture), which with respect to any series of Qorvo Notes may be more or less than the consideration to be received by participating holders in the applicable Exchange Offer and Consent Solicitation and, in any case, could be for cash or other consideration. There can be no assurance as to which, if any, of these alternatives or combinations thereof Skyworks or its affiliates may choose to pursue in the future. See "Risk Factors — Risks Related to the Exchange Offers and Consent Solicitations — Skyworks may repurchase any Qorvo Notes that are not tendered in the applicable Exchange Offer on terms that are more or less favorable to the remaining holders of the Qorvo Notes than the terms of the applicable Exchange Offer."

Effect of Tender

Any tender of a Qorvo Note and related consent by a holder that is not validly withdrawn at or prior to the applicable Expiration Date, with respect to the applicable Exchange Offer, and the applicable Early Participation Date, with respect to the applicable Consent Solicitation, will constitute a binding agreement between that holder and Skyworks and a consent to the Proposed Amendments with respect to such series of Qorvo Notes, respectively, upon the terms and subject to the conditions of the applicable Exchange Offer and Consent Solicitation. The acceptance of the applicable Exchange Offer by a tendering holder of Qorvo Notes will constitute the agreement by that holder to deliver good and marketable title to such tendered Qorvo Notes, free and clear of all liens, charges, claims, encumbrances, interests and restrictions of any kind.

If the Proposed Amendments with respect to a series of Qorvo Notes become operative, the amendments will apply to the Qorvo Notes of such series that are not acquired in the applicable Exchange Offer, even

though the holders of those Qorvo Notes did not consent to such Proposed Amendments. Thereafter, all Qorvo Notes of such series will be governed by the applicable Qorvo Indenture as amended by the Proposed Amendments, which will have less restrictive terms and afford reduced protections to the holders thereof compared to those currently in the applicable Qorvo Indenture or those applicable to the Skyworks Notes. In particular, holders of Qorvo Notes governed by such Qorvo Indenture as amended by such Proposed Amendments will no longer be entitled to the benefits of various covenants and other provisions currently included in such Qorvo Indenture. See "Risk Factors — Risks Related to the Exchange Offers and Consent Solicitations — The Proposed Amendments to the Qorvo Indentures will afford reduced protection to remaining holders of Qorvo Notes."

The tendered Qorvo Notes that are accepted for exchange are expected to be cancelled.

Representations, Warranties and Covenants of Holders of Qorvo Notes

By tendering any series of Qorvo Notes in accordance with the terms and subject to the conditions set forth in this Prospectus/Offers to Exchange, a holder, or the beneficial holder of Qorvo Notes on behalf of which the holder has tendered, will, subject to that holder's ability to withdraw its tender, and subject to the terms and conditions of the Exchange Offers and Consent Solicitations generally, be deemed, among other things, to:

(1) irrevocably sell, assign and transfer to or upon the order of Skyworks or its nominee all right, title and interest in and to, and any and all claims in respect of or arising or having arisen as a result of the holder's status as a holder of, all Qorvo Notes tendered thereby, such that thereafter the holder shall have no contractual or other rights or claims in law or equity against Qorvo or any fiduciary, trustee, fiscal agent or other person connected with such Qorvo Notes arising under, from or in connection with those Qorvo Notes;

(2) consent to the adoption of the Proposed Amendments to the Qorvo Notes of such series, as described under "The Proposed Amendments";

(3) waive any and all rights with respect to the Qorvo Notes tendered thereby, including, without limitation, any existing or past defaults and their consequences in respect of those Qorvo Notes; and

(4) release and discharge Qorvo and the Qorvo Trustee from any and all claims that the holder may have, now or in the future, arising out of or related to the Qorvo Notes tendered thereby, including, without limitation, any claims that the holder is entitled to receive additional principal or interest payments with respect to the Qorvo Notes tendered thereby, other than as expressly provided in this Prospectus/Offers to Exchange.

In addition, each holder of Qorvo Notes tendered in the Exchange Offers and Consent Solicitations upon the submission of such tender will be deemed to represent, warrant and agree that:

(1) it is the beneficial owner (as defined herein) of, or a duly authorized representative of one or more beneficial owners of, the Qorvo Notes tendered thereby, and it has full power and authority to tender such Qorvo Notes;

(2) the Qorvo Notes being tendered thereby were owned as of the date of tender, free and clear of any liens, charges, claims, encumbrances, interests and restrictions of any kind, and Skyworks will acquire good, indefeasible and unencumbered title to those Qorvo Notes, free and clear of all liens, charges, claims, encumbrances, interests and restrictions of any kind, when Skyworks accepts the same;

(3) it will not sell, pledge, hypothecate or otherwise encumber or transfer Qorvo Notes tendered thereby from the date of such tender, and any purported sale, pledge, hypothecation or other encumbrance or transfer will be void and of no effect;

(4) it acknowledges that Skyworks, Qorvo, the Dealer Manager and others will rely upon the truth and accuracy of the foregoing acknowledgements, representations and agreements and agrees that if any of the acknowledgements, representations and warranties made by its tendering such

Qorvo Notes are, at any time prior to the consummation of the Exchange Offers and Consent Solicitations, no longer accurate, it shall promptly notify Skyworks and the Dealer Manager. If it is acquiring the Skyworks Notes as a fiduciary or agent for one or more investor accounts, it represents that it has sole investment discretion with respect to each such account and it has full power to make the foregoing acknowledgements, representations and agreements on behalf of such account;

(5) in evaluating the Exchange Offers and Consent Solicitations and in making its decision whether to participate in the Exchange Offers and Consent Solicitations by the tender of Qorvo Notes, it has made its own independent appraisal of the matters referred to in this Prospectus/Offers to Exchange and in any related communications;

(6) the tender of Qorvo Notes shall constitute an undertaking to execute any further documents and give any further assurances that may be required in connection with any of the foregoing, in each case on and subject to the terms and conditions described or referred to in this Prospectus/Offers to Exchange; and

(7) the tender of Qorvo Notes shall, subject to a holder's ability to withdraw its tender or related consent at or prior to the applicable Expiration Date or Early Participation Date, respectively, and subject to the terms and conditions of the Exchange Offers and Consent Solicitations, constitute (i) the irrevocable appointment of the Exchange Agent as its true and lawful attorney and agent with respect to any tendered Qorvo Notes (with full knowledge that the Exchange Agent also acts as the agent of Skyworks), with full powers of substitution and revocation (such power of attorney being deemed to be an irrevocable power coupled with an interest) to cause the Qorvo Notes tendered to be assigned, transferred and exchanged in the applicable Exchange Offer and (ii) an irrevocable instruction to that attorney and agent to complete and execute all or any forms of transfer and other documents at the discretion of that attorney and agent in relation to the Qorvo Notes tendered thereby in favor of Skyworks or any other person or persons as Skyworks may direct and to deliver those forms of transfer and other documents in the attorney's and agent's discretion and the certificates and other documents of title relating to the registration of Qorvo Notes and to execute all other documents and to do all other acts and things as may be in the opinion of that attorney or agent necessary or expedient for the purpose of, or in connection with, the acceptance of the Exchange Offers and Consent Solicitations, including evidencing the consents to the Proposed Amendments, and to vest in Skyworks or its nominees those Qorvo Notes.

The representations, warranties and agreements of a holder tendering Qorvo Notes will be deemed to be repeated and reconfirmed on and as of the applicable Expiration Date and the applicable Settlement Date. For purposes of this Prospectus/Offers to Exchange, the "beneficial owner" of any series of Qorvo Notes means any holder that exercises investment discretion with respect to those Qorvo Notes.

Absence of Appraisal and Dissenters' Rights

Holders of the Qorvo Notes do not have any appraisal or dissenters' rights under New York law, the law governing the Qorvo Indentures and the Qorvo Notes, or under the terms of the Qorvo Indentures in connection with the Exchange Offers and Consent Solicitations.

Acceptance of Qorvo Notes for Exchange and Delivery of Skyworks Notes

On or prior to the applicable Settlement Date, the applicable series of Skyworks Notes to be issued in exchange for the corresponding series of Qorvo Notes tendered and accepted in the Exchange Offers and Consent Solicitations will be initially issued to Skyworks. On the applicable Settlement Date, upon instruction from Skyworks and the Exchange Agent, such Skyworks Notes will be registered in book-entry form and will be exchanged for the applicable series of Qorvo Notes tendered and accepted in the Exchange Offers and Consent Solicitations. Any cash amounts will be made by deposit of funds on the applicable Settlement Date with DTC, Clearstream or Euroclear, as applicable, which will transmit those payments to tendering holders.

Skyworks will be deemed to accept Qorvo Notes that have been validly tendered by holders and that have not been validly withdrawn as provided in this Prospectus/Offers to Exchange when, and if, Skyworks

gives oral or written notice of acceptance to the Exchange Agent. Following receipt of that notice by the Exchange Agent and subject to the terms and conditions of the Exchange Offers and Consent Solicitations, delivery of the applicable series of Skyworks Notes and any cash amounts will be made by the Exchange Agent on the applicable Settlement Date. The Exchange Agent will act as agent for tendering holders of Qorvo Notes for the purpose of receiving tendered Qorvo Notes and transmitting the applicable series of Skyworks Notes and cash (as applicable) as of the applicable Settlement Date. If any tendered Qorvo Notes are not accepted for any reason described in the terms and conditions of the Exchange Offers and Consent Solicitations, such unaccepted Qorvo Notes will be returned without expense to the tendering holders promptly after the expiration or termination of the Exchange Offers and Consent Solicitations, and no consent to the Proposed Amendments will be deemed to be given with respect to such unaccepted Qorvo Notes.

If, for any reason, acceptance for exchange of tendered Qorvo Notes, or issuance of Skyworks Notes in exchange for validly tendered Qorvo Notes, pursuant to the Exchange Offer, is delayed, or Skyworks is unable to accept tendered Qorvo Notes for exchange or to exchange Skyworks Notes for validly tendered Qorvo Notes pursuant to the Exchange Offer, then the Exchange Agent may, nevertheless, on behalf of Skyworks, retain the tendered Qorvo Notes, without prejudice to the rights of Skyworks described under "— Consent Revocation Deadline; Early Participation Date; Expiration Date; Extensions; Amendments; Termination," and "— Conditions to the Exchange Offers and Consent Solicitations" above and "— Withdrawal of Tenders and Revocation of Consents" below, but subject to Rule 14e-1 under the Exchange Act, which requires that Skyworks pay the consideration offered or return the Qorvo Notes tendered promptly after the termination or withdrawal of any exchange offer, and the tendered Qorvo Notes may not be withdrawn.

Under no circumstances will any interest be payable because of any delay by the Exchange Agent or DTC in the transmission of funds to the holders of accepted Qorvo Notes or otherwise.

Procedures for Tendering

If you wish to participate in the Exchange Offers and Consent Solicitations and your Qorvo Notes are held by a custodial entity such as a commercial bank, broker, dealer, trust company or other nominee, you must instruct that custodial entity to tender your Qorvo Notes on your behalf pursuant to the procedures of that custodial entity. Please ensure you contact your custodial entity as soon as possible to give them sufficient time to meet your requested deadline. Beneficial owners are urged to appropriately instruct their commercial bank, broker, dealer, trust company or other nominee at least five business days prior to the applicable Early Participation Date or the applicable Expiration Date, as applicable, in order to allow adequate processing time for their instruction.

To participate in the Exchange Offers and Consent Solicitations, you must comply with the ATOP procedures for book-entry transfer described below prior to the applicable Expiration Date or, in order to receive the applicable Total Consideration (including the applicable Consent Payment and the applicable Early Participation Premium), at or prior to the applicable Early Participation Date.

The Exchange Agent and DTC have confirmed that the Exchange Offers and Consent Solicitations are eligible for ATOP with respect to book-entry notes held through DTC. Qorvo Notes will not be deemed to have been tendered until the agent's message and any other required documents are received by the Exchange Agent. **There is no letter of transmittal associated with the Exchange Offers and Consent Solicitations.** There are no guaranteed delivery procedures applicable to the Exchange Offers and Consent Solicitations under the terms of this Prospectus/Offers to Exchange or other materials provided herewith.

The method of delivery of Qorvo Notes and all other required documents to the Exchange Agent is at the election and risk of the holder. Holders should use an overnight or hand delivery service, properly insured. In all cases, sufficient time should be allowed to assure delivery to and receipt by the Exchange Agent prior to the applicable Expiration Date or, in order to receive the applicable Total Consideration (including the applicable Consent Payment and the applicable Early Participation Premium), on or prior to the applicable Early Participation Date. **Do not send any Qorvo Notes to anyone other than the Exchange Agent via an agent's message.**

All questions as to the validity, form, including time of receipt, and acceptance and withdrawal of tendered Qorvo Notes, including any questions relating to VOI numbers, will be determined by Skyworks in

its absolute discretion, which determination will be final and binding. Skyworks reserves the right to reject any and all tendered Qorvo Notes determined by Skyworks not to be in proper form or not to be tendered properly or any tendered Qorvo Notes that Skyworks' acceptance of which would, in the opinion of Skyworks' counsel, be unlawful. Skyworks also reserves the right to waive any defects, irregularities or conditions of tender as to particular Qorvo Notes, whether or not waived in the case of other Qorvo Notes. Skyworks' interpretation of the terms and conditions of the Exchange Offers and Consent Solicitations will be final and binding on all parties. Unless waived, any defects or irregularities in connection with tenders of Qorvo Notes must be cured within the time Skyworks determines. Although Skyworks intends to notify holders of defects or irregularities with respect to tenders of Qorvo Notes, none of Skyworks, Qorvo, the Exchange Agent, the Information Agent, the Dealer Manager, the Qorvo Trustee, the Skyworks Trustee or any other person will be under any duty to give that notification or shall incur any liability for failure to give that notification. Tenders of Qorvo Notes and consents to the Proposed Amendments with respect to such series of Qorvo Notes will not be deemed to have been made until any defects or irregularities therein have been cured or waived.

Book-Entry Delivery Procedures for Tendering Qorvo Notes Held with DTC

If you wish to tender Qorvo Notes held on your behalf by a nominee with DTC, you must:

- inform your nominee of your interest in tendering your Qorvo Notes pursuant to the Exchange Offers and Consent Solicitations; and
- instruct your nominee to tender all Qorvo Notes you wish to be tendered in the Exchange Offers and Consent Solicitations into the Exchange Agent's account at DTC prior to the applicable Expiration Date or, in order to receive the applicable Total Consideration (including the applicable Consent Payment and the applicable Early Participation Premium), at or prior to the applicable Early Participation Date.

Any financial institution that is a nominee of DTC, including Euroclear and Clearstream, must tender Qorvo Notes by effecting a book-entry transfer of Qorvo Notes to be tendered in the Exchange Offers and Consent Solicitations into the account of the Exchange Agent at DTC by electronically transmitting its acceptance of the Exchange Offers and Consent Solicitations through the ATOP procedures for transfer. DTC will then verify the acceptance, execute a book-entry delivery to the Exchange Agent's account at DTC and send an agent's message to the Exchange Agent. An "agent's message" is a message, transmitted by DTC to, and received by, the Exchange Agent and forming part of a book-entry confirmation, which states that DTC has received an express acknowledgement from an organization that participates in DTC (a "participant") tendering Qorvo Notes that the participant has received and agrees to be bound by the terms of this Prospectus/Offers to Exchange and that Skyworks may enforce the agreement against the participant. **There is no letter of transmittal associated with the Exchange Offers and Consent Solicitations.**

Procedures for Re-Tendering and VOI Numbers

Skyworks is allowing for holders who hold the applicable series of Qorvo Notes that (i) have been validly tendered and not validly withdrawn at or prior to the applicable Early Participation Date, (ii) have been validly withdrawn following the applicable Early Participation Date but at or prior to the applicable Expiration Date and (iii) have been validly re-tendered at or prior to the applicable Expiration Date with an Early Participation VOI Number corresponding to such Qorvo Notes, to receive the applicable Early Participation Premium and applicable Exchange Consideration. To effect the foregoing, each holder that validly tenders and does not validly withdraw Qorvo Notes at or prior to the applicable Early Participation Date will receive a unique VOI number corresponding to the principal amount of such Qorvo Notes validly tendered (and not validly withdrawn) at or prior to the applicable Early Participation Date (referred to herein as the Early Participation VOI Number). The Early Participation VOI Number is transferable with corresponding Qorvo Notes validly withdrawn and transferred to a new holder after the applicable Early Participation Date. A holder who validly tenders Qorvo Notes following the applicable Early Participation Date, but at or prior to the applicable Expiration Date, must submit the Early Participation VOI Number corresponding to such principal amount of Qorvo Notes to be eligible to receive both the applicable Exchange Consideration and the applicable Early Participation Premium.

A holder that validly tenders Qorvo Notes at or prior to the applicable Early Participation Date, but who does not validly withdraw such Qorvo Notes at or prior to the applicable Expiration Date, need not take any further action to receive the applicable Total Consideration. To the extent a holder holds Qorvo Notes that have been validly tendered and not validly withdrawn at or prior to the applicable Early Participation Date, and such Qorvo Notes are subsequently withdrawn following the applicable Early Participation Date, but at or prior to the applicable Expiration Date, and such holder (i) validly re-tenders, and does not validly withdraw, such Qorvo Notes at or prior to the applicable Expiration Date and (ii) submits an Early Participation VOI Number, and the principal amount of the re-tendered Qorvo Notes is different than the aggregate principal amount represented by the Early Participation VOI Number, such tender may be rejected and the holder may not be eligible to receive either of the applicable Exchange Consideration or the applicable Early Participation Premium with respect to any amount of such tender unless such Qorvo Notes are properly re-tendered in accordance with the procedures described herein. If you intend to tender a principal amount of Qorvo Notes in excess of the principal amount represented by the applicable Early Participation VOI Number, you must make separate tenders of (i) the principal amount of Qorvo Notes that corresponds to the principal amount represented by the Early Participation VOI Number and (ii) any excess principal amount of Qorvo Notes, to avoid such tender being rejected.

For example, a holder that validly tenders (and does not validly withdraw) $10.0 million principal amount of a series of Qorvo Notes at or prior to the applicable Early Participation Date will receive an Early Participation VOI Number corresponding to $10.0 million principal amount of such Qorvo Notes. If such Holder validly withdraws all $10.0 million aggregate principal amount of such Qorvo Notes following the applicable Early Participation Date, but only validly re-tenders $8.0 million of principal amount of such Qorvo Notes at or prior to the applicable Expiration Date with the Early Participation VOI Number, such Holder will receive the following (subject to the other terms and conditions of the Exchange Offers and Consent Solicitations): (1) the applicable Consent Payment with respect to $10.0 million principal amount of such Qorvo Notes and (2) the applicable Early Participation Premium and Exchange Consideration with respect to $8.0 million principal amount of such Qorvo Notes.

As an additional example, a holder that validly tenders (and does not validly withdraw) $10.0 million principal amount of a series of Qorvo Notes at or prior to the applicable Early Participation Date will receive an Early Participation VOI Number corresponding to $10.0 million principal amount of such Qorvo Notes. If such Holder validly withdraws all $10.0 million aggregate principal amount of such Qorvo Notes following the applicable Early Participation Date, acquires an additional $2.0 million aggregate principal amount of Qorvo Notes of the same series prior to the applicable Expiration Date without any corresponding Early Participation VOI Number for such Qorvo Notes and validly re-tenders or tenders, as applicable, in two separate tenders (i) $10.0 million of principal amount of such Qorvo Notes with the Early Participation VOI Number for $10.0 million of principal amount of such Qorvo Notes and (ii) the remaining $2.0 million of principal amount of such Qorvo Notes without an Early Participation VOI Number, in each case at or prior to the applicable Expiration Date, such Holder will receive the following (subject to the other terms and conditions of the Exchange Offers and Consent Solicitations): (1) the applicable Consent Payment with respect to $10.0 million principal amount of such Qorvo Notes, (2) the applicable Early Participation Premium and Exchange Consideration with respect to $10.0 million principal amount of such Qorvo Notes and (3) the applicable Exchange Consideration with respect to $2.0 million principal amount of such Qorvo Notes. Note that, in the foregoing example and in all cases where a holder is tendering an aggregate principal amount of Qorvo Notes in excess of what was initially tendered with an Early Participation VOI Number, such holder must make two separate elections, one that matches the Early Participation VOI Number, and one with the remainder, to avoid the tender being rejected.

Each Early Participation VOI Number will only be valid for up to the aggregate principal amount of Qorvo Notes to which it corresponds and will be applied on a first-use basis up to such amount in the case that multiple holders validly tender Qorvo Notes along with the same Early Participation VOI Number, and in all cases, acceptance of an Early Participation VOI Number is subject to the discretion of Skyworks in all respects.

Note the applicable Consent Payment will be paid on the applicable Settlement Date to each holder who has validly tendered and not validly withdrawn the applicable series of Qorvo Notes at or prior to the applicable Early Participation Date and who is the holder of such Qorvo Notes as of 5:00 p.m., New York

City time, on such Early Participation Date, even if such holder has withdrawn such Qorvo Notes after such Early Participation Date or such holder is no longer the beneficial owner of such Qorvo Notes on the applicable Expiration Date. holders who acquire Qorvo Notes following the applicable Early Participation Date will not be eligible to receive the applicable Consent Payment with respect to such Qorvo Notes. For the avoidance of doubt, consents may not be revoked after the applicable Consent Revocation Deadline.

Withdrawal of Tenders and Revocation of Consents

Tenders of Qorvo Notes in an Exchange Offer may be validly withdrawn at any time at or prior to the applicable Expiration Date; provided, that if we have not yet accepted Qorvo Notes for exchange, tenders of Qorvo Notes may also be validly withdrawn at any time after 12:00 Midnight, New York City time, on August 17, 2026, the 60th day following the commencement of the Exchange Offers, pursuant to Section 14(d)(5) of the Exchange Act (as applicable to the Exchange Offers by way of Rule 162(a)(2) under the Exchange Act). Tenders of consents in the applicable Consent Solicitation may be validly revoked at any time at or prior to the applicable Consent Revocation Deadline, but will thereafter be irrevocable and such consents will continue to be deemed delivered. A valid withdrawal of tendered Qorvo Notes at or prior to the applicable Consent Revocation Deadline will also constitute the revocation of the related consent to the Proposed Amendments to the applicable series of Qorvo Notes.

For a withdrawal of a tender to be effective, a written or facsimile transmission notice of withdrawal must be received by the Exchange Agent at or prior to the applicable Expiration Date or Consent Revocation Deadline, as applicable, at its address listed on the back cover page of this Prospectus/Offers to Exchange. The withdrawal notice must:

- specify the name of the tendering holder of Qorvo Notes;
- bear a description of the applicable series of Qorvo Notes to be withdrawn;
- specify the aggregate principal amount represented by those Qorvo Notes;
- specify the name and number of the account at DTC to be credited with the withdrawn Qorvo Notes; and
- be signed by the holder of those Qorvo Notes, including any required signature guarantees, or be accompanied by evidence satisfactory to Skyworks that the person withdrawing the tender has succeeded to the beneficial ownership of those Qorvo Notes.

The signature on any notice of withdrawal must be guaranteed by an eligible guarantor institution, unless the Qorvo Notes have been tendered for the account of an eligible guarantor institution.

Any withdrawal of tenders of Qorvo Notes may not be rescinded, and any Qorvo Notes validly withdrawn will thereafter be deemed not to have been validly tendered for purposes of the Exchange Offers and Consent Solicitations. Validly withdrawn Qorvo Notes may, however, be re-tendered by again following one of the procedures described in "— Procedures for Tendering" above at or prior to the applicable Expiration Date or, in order to receive the applicable Total Consideration (including the applicable Consent Payment and the applicable Early Participation Premium), at or prior to the applicable Early Participation Date. Tendered Qorvo Notes may be withdrawn at any time before the applicable Expiration Date; however, a valid withdrawal of the tendered Qorvo Notes after the applicable Consent Revocation Deadline will not be deemed a revocation of the related consents and such consents will continue to be deemed delivered. None of Skyworks, Qorvo, the Exchange Agent, the Information Agent, the Dealer Manager, the Qorvo Trustee, the Skyworks Trustee, or any other person will be under any duty to give notification of any defects or irregularities in any notice of withdrawal of tenders or revocation of consents, or incur any liability for failure to give any such notification.

Exchange Agent; Information Agent

Global Bondholder Services Corporation has been appointed as the Exchange Agent and the Information Agent for the Exchange Offers and Consent Solicitations. All correspondence in connection with the Exchange Offers and Consent Solicitations should be sent or delivered by each holder of Qorvo Notes, or a beneficial owner's commercial bank, broker, dealer, trust company or other nominee, to the

Exchange Agent at the address listed on the back cover page of this Prospectus/Offers to Exchange. Questions concerning tender procedures and requests for additional copies of this Prospectus/Offers to Exchange should be directed to the Information Agent at the address and telephone numbers listed on the back cover page of this Prospectus/Offers to Exchange. Holders of Qorvo Notes may also contact their commercial bank, broker, dealer, trust company or other nominee for assistance concerning the Exchange Offers and Consent Solicitations. Skyworks will pay the Exchange Agent and the Information Agent reasonable and customary fees for its services and will reimburse it for its reasonable out-of-pocket expenses.

The Dealer Manager

In connection with the Exchange Offers and Consent Solicitations, Skyworks has retained Goldman Sachs & Co. LLC as the dealer manager and consent solicitation agent for the Exchange Offers and Consent Solicitations (the "Dealer Manager"). Skyworks will pay a customary fee to the Dealer Manager for soliciting acceptances of the Exchange Offers and Consent Solicitations. That fee will be payable promptly following completion of the Exchange Offers and Consent Solicitations.

The obligations of the Dealer Manager to perform its functions are subject to various conditions. Skyworks has agreed to indemnify the Dealer Manager against various liabilities, including various liabilities under the federal securities laws. The Dealer Manager may contact holders of Qorvo Notes by mail, telephone, facsimile transmission, personal interviews and otherwise may request broker dealers and the other nominee holders to forward materials relating to the Exchange Offers and Consent Solicitations to beneficial holders. Questions regarding the terms of the Exchange Offers and Consent Solicitations may be directed to Goldman Sachs & Co. LLC at its address and telephone number listed on the back cover page of this Prospectus/Offers to Exchange. At any given time, the Dealer Manager may trade the Qorvo Notes for its own account or for the accounts of its customers and, accordingly, may hold a long or short position in the Qorvo Notes.

The Dealer Manager and its affiliates have, from time to time, provided and/or are currently providing, and may in the future provide, investment banking and financial advisory services to Skyworks, Qorvo and their respective affiliates for which they have received and would continue to receive customary compensation. Additionally, an affiliate of the Dealer Manager serves as an agent, arranger and lender under Skyworks' revolving credit facility. In addition, in connection with the financing of the Mergers, Skyworks entered into a commitment letter (the "Bridge Commitment Letter") on October 27, 2025 with Goldman Sachs Bank USA, an affiliate of the Dealer Manager (together with other financial institutions that became party to the Bridge Commitment Letter), which committed to provide, subject to the satisfaction of customary closing conditions, up to $3,050.0 million of senior unsecured bridge term loans in connection with the Mergers. Goldman Sachs Bank USA will receive customary fees in connection with its commitment under such bridge facility and, in the event that any borrowings are made under such bridge facility, certain additional funding and other fees. In connection with the Mergers, Goldman Sachs & Co. LLC is also serving as a financial advisor to Skyworks and its affiliates and will receive a customary fee for its financial advisory services.

In the ordinary course of their businesses, the Dealer Manager or its affiliates may at any time hold long or short positions, and may trade for its own accounts or the accounts of its customers, in debt or equity securities issued by Skyworks, Qorvo and their respective subsidiaries and affiliates, including any of the Qorvo Notes or the Skyworks Notes. To the extent that the Dealer Manager or its affiliates own Qorvo Notes during the Exchange Offers and Consent Solicitations, it may tender such Qorvo Notes pursuant to the terms of the Exchange Offers and Consent Solicitations. The Dealer Manager and its affiliates may from time to time in the future engage in transactions with Skyworks, Qorvo and their respective subsidiaries and affiliates and provide services to them in the ordinary course of their respective businesses.

In connection with the Exchange Offers and Consent Solicitations or otherwise, the Dealer Manager may purchase and sell Qorvo Notes or Skyworks Notes in the open market. These transactions may include covering transactions and stabilizing transactions. Any of these transactions may have the effect of preventing or retarding a decline in the market prices of the Qorvo Notes and/or the Skyworks Notes. It may also cause the prices of the Qorvo Notes and/or the Skyworks Notes to be higher than the prices that otherwise would exist in the open market in the absence of these transactions. The Dealer Manager may

conduct these transactions in the over-the-counter market or otherwise. If the Dealer Manager commences any of these transactions, it may discontinue them at any time.

Other Fees and Expenses

Skyworks will bear the expenses of soliciting tenders of the Qorvo Notes. Solicitations of holders may be made by mail, e-mail, facsimile transmission, telephone or in person by the Dealer Manager, Information Agent and Exchange Agent as well as by Skyworks officers and other employees and those of Skyworks affiliates. No additional compensation will be paid to any officers or employees who engage in soliciting exchanges and consents.

Tendering holders of Qorvo Notes accepted in the Exchange Offers and Consent Solicitations will not be obligated to pay brokerage commissions or fees to Skyworks, the Dealer Manager, the Exchange Agent or the Information Agent or, except as set forth below, to pay transfer taxes with respect to the exchange of their Qorvo Notes. If, however, a tendering holder handles the transaction through its broker, dealer, commercial bank, trust company or other institution, that holder may be required to pay brokerage fees or commissions.

Transfer Taxes

You will not be obligated to pay any transfer taxes in connection with the tender of Qorvo Notes in the Exchange Offers and Consent Solicitations unless you instruct Skyworks to deliver Skyworks Notes, or request that Qorvo Notes not tendered or accepted in the Exchange Offers and Consent Solicitations be returned, to a person other than the tendering holder. In those cases, you will be responsible for the payment of any applicable transfer taxes.

NONE OF SKYWORKS, QORVO, THE DEALER MANAGER, THE QORVO TRUSTEE, THE SKYWORKS TRUSTEE, THE EXCHANGE AGENT OR THE INFORMATION AGENT, OR ANY AFFILIATE OF ANY OF THEM, MAKES ANY RECOMMENDATION AS TO WHETHER HOLDERS OF QORVO NOTES SHOULD EXCHANGE ANY QORVO NOTES FOR ANY SKYWORKS NOTES AND CASH OR DELIVER CONSENTS TO THE PROPOSED AMENDMENTS IN RESPONSE TO THE EXCHANGE OFFERS AND CONSENT SOLICITATIONS AND NO ONE HAS BEEN AUTHORIZED BY ANY OF THEM TO MAKE SUCH A RECOMMENDATION.

THE PROPOSED AMENDMENTS

We are soliciting the consent of holders of each series of Qorvo Notes to, among other things, eliminate from the respective Qorvo Indenture for each series, as applicable:

(i) substantially all of the restrictive covenants,

(ii) certain of the events which may lead to an "Event of Default" (as defined in each of the Qorvo Indentures),

(iii) the reporting covenant,

(iv) the restrictions on Qorvo, Inc. or any guarantor of the Qorvo Notes of such series from consolidating with or merging into another person or conveying, transferring or leasing all or substantially all of its assets and its subsidiaries' assets (taken as a whole) to any person,

(v) the requirement for certain subsidiaries of Qorvo, Inc. to guarantee the Qorvo Notes of such series in the future, and

(vi) the obligation to offer to repurchase the Qorvo Notes of such series upon certain change of control transactions.

If the Proposed Amendments described below with respect to a series of Qorvo Notes are adopted, the amendments will apply to all Qorvo Notes of such series not acquired in the Exchange Offer. Thereafter, all Qorvo Notes of such series will be governed by the Qorvo Indenture with respect to such series as amended by the Proposed Amendments, which will have less restrictive terms and afford reduced protections to the holders thereof compared to those currently in the applicable Qorvo Indenture or those applicable to the Skyworks Notes. In particular, holders of the Qorvo Notes governed by the applicable amended Qorvo Indenture will no longer be entitled to the benefits of various covenants and other provisions currently included in such Qorvo Indenture. See "Risk Factors — Risks Related to the Exchange Offers and Consent Solicitations — The Proposed Amendments to the Qorvo Indentures will afford reduced protection to remaining holders of Qorvo Notes."

The descriptions below of the provisions of the Qorvo 2029 Notes Indenture and the Qorvo 2031 Notes Indenture to be eliminated or modified do not purport to be complete and are qualified in their entirety by reference to the applicable Qorvo Indenture and the form of supplemental indenture to such Qorvo Indenture that contains the Proposed Amendments with respect to the applicable series of Qorvo Notes. Copies of the applicable form of supplemental indenture will be filed as exhibits to the registration statement of which this Prospectus/Offers to Exchange forms a part.

Each of the Proposed Qorvo 2029 Notes Indenture Amendments (as defined below) and the Proposed Qorvo 2031 Notes Indenture Amendments (as defined below) constitute a single proposal with respect to that series of Qorvo Notes, and a consenting and tendering holder must consent to the adoption of the Proposed Amendments with respect to a series of Qorvo Notes in their entirety and may not consent selectively with respect to certain of the Proposed Amendments with respect to such series. The consent of any holder with respect to either the Proposed Qorvo 2029 Notes Indenture Amendments or the Proposed Qorvo 2031 Notes Indenture Amendments shall not constitute a consent for the Proposed Amendments with respect to the other series.

Pursuant to each of the Qorvo Indentures, the Proposed Amendments of the respective series of Qorvo Notes under the respective Qorvo Indenture require the consent of the holders of at least a majority in aggregate principal amount of the Qorvo Notes of such series then outstanding received hereunder.

As of the date of this Prospectus/Offers to Exchange, the aggregate principal amount outstanding of Qorvo 2029 Notes is $850,000,000 and the aggregate principal amount outstanding of Qorvo 2031 Notes is $700,000,000.

If the requisite consents relating to the Proposed Amendments with respect to a series of Qorvo Notes have been received, Qorvo and the Qorvo Trustee may execute and deliver a supplemental indenture relating to the Proposed Amendments to such series that will be effective upon execution but will only become

operative upon the Settlement Date; *provided* that, the amendment removing Section 4.14 of the Qorvo Indenture of such series shall become operative immediately prior to the consummation of the Mergers.

The Proposed Amendments with respect to a series of Qorvo Notes, and the execution of a supplemental indenture relating to the Proposed Amendments to such series, may be effected independently from, and are not conditioned upon, the effecting of the Proposed Amendments or execution of a supplemental indenture with respect to the other series of Qorvo Notes.

Effectiveness of Proposed Amendments

If, at any time, Qorvo receives valid consents sufficient to effect the Proposed Amendments with respect to a series of Qorvo Notes, Qorvo and the Qorvo Trustee may execute and deliver a supplemental indenture relating to the Proposed Amendments with respect to such series of Qorvo Notes that will be effective upon execution but will only become operative upon the Settlement Date of the applicable Exchange Offer (other than the amendment removing Section 4.14 of each such Qorvo Indenture, which shall become operative immediately prior to the closing of the Mergers) and authorizes, directs and requests that the Qorvo Trustee execute and deliver the supplemental indentures to implement the Proposed Amendments with respect to such series of Qorvo Notes.

The Proposed Amendments with respect to a series of Qorvo Notes, and the execution of a supplemental indenture relating to the Proposed Amendments to such series, may be effected independently from, and are not conditioned upon, the effecting of the Proposed Amendments or execution of a supplemental indenture with respect to the other series of Qorvo Notes.

Qorvo 2029 Notes Indenture

If the requisite consents to the Proposed Amendments with respect to the Qorvo 2029 Notes are received, all of the following sections or provisions under the Qorvo 2029 Notes Indenture will be deleted in their entirety (the "Proposed Qorvo 2029 Notes Indenture Amendments"): Section 4.03 ("SEC Reports"); Section 4.04 ("Compliance Certificate"); Section 4.05 ("Taxes"); Section 4.07 ("Limitation on Restricted Payments"); Section 4.08 ("Limitation on Restrictions on Distributions from Restricted Subsidiaries"); Section 4.09 ("Limitations on Indebtedness"); Section 4.10 ("Limitation on Sales of Assets and Subsidiary Stock"); Section 4.11 ("Limitation on Transactions with Affiliates"); Section 4.12 ("Limitation on Liens"); Section 4.14 ("Change of Control Triggering Event"); Section 4.15 ("Corporate Existence"); Section 4.18 ("Future Subsidiary Guarantors"); Sections 5.01(a)(2), 5.01(a)(3) and 5.01(b) ("Merger and Consolidation"); and Sections 6.01(a)(3), 6.01(a) (4), 6.01(a)(5), 6.01(a)(6), 6.01(a)(7) and 6.01(a) (8) ("Events of Default").

The Proposed Qorvo 2029 Notes Indenture Amendments would also amend the Qorvo 2029 Notes Indenture and the Qorvo 2029 Notes to make certain conforming or other similar changes to the Qorvo 2029 Notes Indenture, including modification or deletion of certain definitions and cross-references.

By consenting to the Proposed Qorvo 2029 Notes Indenture Amendments, a holder will be deemed to have waived any default, event of default or other consequence under the Qorvo 2029 Notes Indenture or the Qorvo 2029 Notes for any failure to comply with the terms of the provisions identified above (whether before or after the date of the supplemental indenture effecting the Proposed Qorvo 2029 Notes Indenture Amendments).

Qorvo 2031 Notes Indenture

If the requisite consents to the Proposed Amendments with respect to the Qorvo 2031 Notes are received, all of the following sections or provisions under the Qorvo 2031 Notes Indenture will be deleted in their entirety (the "Proposed Qorvo 2031 Notes Indenture Amendments" and, together with the Proposed Qorvo 2031 Notes Indenture Amendments, the "Proposed Amendments"): Section 4.03 ("SEC Reports"); Section 4.04 ("Compliance Certificate"); Section 4.05 ("Taxes"); Section 4.12 ("Limitation on Liens"); Section 4.14 ("Change of Control Triggering Event"); Section 4.15 ("Corporate Existence"); Section 4.18 ("Future Subsidiary Guarantors"); Section 4.21 ("Limitation on Sale and Leaseback Transactions"); Sections 5.01(a)(2) and 5.01(b) ("Merger and Consolidation"); and Sections 6.01(a)(3), 6.01(a)(4), 6.01(a)(5), 6.01(a)(6), 6.01(a)(7) and 6.01(a)(8) ("Events of Default").

The Proposed Qorvo 2031 Notes Indenture Amendments would also amend the Qorvo 2031 Notes Indenture and the Qorvo 2031 Notes to make certain conforming or other similar changes to the Qorvo 2031 Notes Indenture, including modification or deletion of certain definitions and cross-references.

By consenting to the Proposed Qorvo 2031 Notes Indenture Amendments, a holder will be deemed to have waived any default, event of default or other consequence under the Qorvo 2031 Notes Indenture or the Qorvo 2031 Notes for any failure to comply with the terms of the provisions identified above (whether before or after the date of the supplemental indenture effecting the Proposed Qorvo 2031 Notes Indenture Amendments).

DESCRIPTION OF THE SKYWORKS NOTES

In this section, references to "Skyworks," "the Company," "we," "us," "our" or similar references refer to Skyworks Solutions, Inc. and not to any of its subsidiaries.

General

Skyworks will issue up to $850,000,000 aggregate principal amount of 4.375% Senior Notes due 2029 (the "Skyworks 2029 Notes") and up to $700,000,000 aggregate principal amount of 3.375% Senior Notes due 2031 (the "Skyworks 2031 Notes" and, together with the Skyworks 2029 Notes, the "Skyworks Notes") pursuant to supplemental indentures (each, a "supplemental indenture" and together, the "supplemental indentures") to the indenture (the "base indenture" and, together with the supplemental indentures, the "Skyworks Indenture") to be entered into between Skyworks and U.S. Bank Trust Company, National Association, as trustee (the "Trustee").

The terms of the Skyworks Notes include those stated in the Skyworks Indenture with respect to the applicable series of Skyworks Notes and those made part of the Skyworks Indenture by reference to the Trust Indenture Act of 1939, as amended (the "TIA").

The following is a summary of the material terms and provisions of the respective series of Skyworks Notes and the Skyworks Indenture. However, this summary does not purport to be a complete description of the Skyworks Notes or the Skyworks Indenture and is subject to the detailed provisions of, and qualified in its entirety by reference to, the Skyworks Indenture. We urge you to read the Skyworks Indenture carefully because it, and not the following description, will govern your rights as a holder of the Skyworks Notes.

The Skyworks Indenture will not limit the amount of indebtedness that we or our subsidiaries may incur. The Skyworks Indenture will provide only limited protection against significant corporate events that could adversely affect your investment in the Skyworks Notes. The Skyworks Notes will not be entitled to the benefit of any sinking fund provisions.

General

The Skyworks Notes will have the following basic terms:

- the Skyworks Notes will be our senior, direct, unsecured obligations and, as such, will be pari passu in right of payment with all of our existing and future senior unsecured indebtedness and senior in right of payment to all of our subordinated indebtedness;
- the Skyworks Notes are obligations exclusively of Skyworks and are not guaranteed by any of its subsidiaries;
- the Skyworks 2029 Notes will be issued in an initial aggregate principal amount of up to $850,000,000 and the Skyworks 2031 Notes will be issued in an initial aggregate principal amount of up to $700,000,000, and Skyworks will have the ability to issue additional notes of each series as described under "— Further issuances" below;
- the Skyworks 2029 Notes will accrue interest at a rate of 4.375% per annum and the Skyworks 2031 Notes will accrue interest at a rate of 3.375% per annum;
- interest will accrue on the Skyworks Notes from the most recent interest payment date to or for which interest has been paid or duly provided for (or if no interest has been paid or duly provided for, from the most recent date on which interest has been paid on the corresponding Qorvo Notes), in the case of the Skyworks 2029 Notes, payable semiannually in arrears on April 15 and October 15 of each year, and in the case of the Skyworks 2031 Notes, payable semiannually in arrears on April 1 and October 1 of each year, in each case, beginning on the first applicable interest payment date after the issue date of such series of Skyworks Notes;
- the Skyworks 2029 Notes will mature on October 15, 2029 and the Skyworks 2031 Notes will mature on April 1, 2031, in each case, unless redeemed or repurchased prior to that date;

- Skyworks may redeem the Skyworks 2029 Notes and the Skyworks 2031 Notes, in whole or in part, at any time and from time to time at its option as described under "— Optional redemption" below;
- Skyworks may be required to repurchase the Skyworks Notes in whole or in part at the option of the holders in connection with the occurrence of a "change of control repurchase event" as described under "— Purchase of Skyworks Notes Upon a Change of Control Repurchase Event" below;
- the Skyworks Notes will be issued in registered form in minimum denominations of $2,000 and integral multiples of $1,000 in excess thereof;
- each series of Skyworks Notes initially will be represented by one or more global certificates deposited with The Depository Trust Company ("DTC") and registered in the name of a nominee of DTC. The registered holder of a Skyworks Note will be treated as the owner of such Skyworks Note for all purposes of the Skyworks Indenture. We expect that payments of principal, premium, if any, and interest to owners of beneficial interests in global notes will be made in accordance with the procedures of DTC and its participants in effect from time to time. DTC will act as the depositary for the global notes. See "Book-Entry; Delivery and Form;" and
- the Skyworks Notes will be exchangeable and transferable at the office or agency of Skyworks maintained for such purposes (which initially will be the corporate trust office of the Trustee).

Interest on each Skyworks Note will be paid to the person in whose name that Skyworks Note (or the corresponding Qorvo Note that has been exchanged for such Skyworks Note in the Exchange Offer) is registered at the close of business on, in the case of the Skyworks 2029 Notes, April 1 or October 1, as the case may be, and in the case of the Skyworks 2031 Notes, March 15 or September 15, as the case may be, immediately preceding the relevant interest payment date. Interest on the Skyworks Notes will be computed on the basis of a 360-day year comprised of twelve 30-day months.

If any interest or other payment date for a Skyworks Note falls on a day that is not a business day, the required payment of principal, premium, if any, or interest will be due on the next succeeding business day as if made on the date that the payment was due, and no interest will accrue on that payment for the period from and after that interest or other payment date, as the case may be, to the date of that payment on the next succeeding business day. The term "business day" means, with respect to any Skyworks Note, any day, other than a Saturday or Sunday, that is neither a legal holiday nor a day on which banking institutions in New York City or the place of payment are authorized or required by law, regulation or executive order to be closed.

The first interest payment on each series of Skyworks Notes will include the accrued and unpaid interest on the corresponding series of Qorvo Notes tendered in exchange therefor so that a tendering holder will be eligible to receive the same interest payment it would have received had such Qorvo Notes not been tendered in the applicable Exchange Offer and Consent Solicitation; *provided* that the amount of accrued and unpaid interest shall only be equal to the accrued and unpaid interest on the principal amount of such Qorvo Notes equal to the aggregate principal amount of the applicable series of Skyworks Notes a holder receives, which may be less than the principal amount of corresponding Qorvo Notes tendered for exchange. For the avoidance of doubt, to the extent an interest payment date for the Qorvo Notes occurs prior to the applicable Settlement Date, holders who validly tendered and did not validly withdraw such Qorvo Notes in the applicable Exchange Offer and Consent Solicitation will receive accrued and unpaid interest on such interest payment date as required by the terms of the applicable Qorvo Indenture.

The Skyworks Notes will not be subject to any sinking fund.

Skyworks may, subject to compliance with applicable law, at any time purchase Skyworks Notes in the open market or otherwise.

Payment and Transfer or Exchange

Principal of and premium, if any, and interest on the Skyworks Notes will be payable, and the Skyworks Notes may be exchanged or transferred, at the office or agency maintained by Skyworks for such purpose (which initially will be the corporate trust office of the Trustee located in the contiguous United States). Payment of principal of and premium, if any, and interest on a global note registered in the name of or held

by DTC or its nominee will be made in immediately available funds to DTC or its nominee, as the case may be, as the registered holder of such global note. If any of the Skyworks Notes are no longer represented by a global note, payment of interest on certificated notes in definitive form may, at the option of Skyworks, be made by (i) check mailed directly to holders at their registered addresses or (ii) upon request of any holder of at least $1,000,000 principal amount of Skyworks Notes of a series, wire transfer to an account located in the United States maintained by the payee. See "— Book-entry; delivery and form; global notes" below.

A holder may transfer or exchange any certificated notes in definitive form at the office or agency of Skyworks maintained for such purposes (which initially will be at the same location set forth in the preceding paragraph). No service charge will be made for any registration of transfer or exchange of Skyworks Notes, but Skyworks may require payment of a sum sufficient to cover any transfer tax or other similar governmental charge payable in connection therewith. Neither Skyworks nor the registrar is required to transfer or exchange any note selected for redemption during a period of 15 days before receipt of a notice of redemption of Skyworks Notes to be redeemed.

The registered holder of a Skyworks Note will be treated as the owner of that Skyworks Note for all purposes under the Skyworks Indenture.

Subject to applicable abandoned property law, all amounts of principal of and premium, if any, and interest on the Skyworks Notes paid by Skyworks that remain unclaimed two years after such payment was due and payable will be repaid to Skyworks, and the holders of such Skyworks Notes will thereafter look solely to Skyworks for payment.

Priority

The Skyworks Notes will be senior unsecured obligations of Skyworks. They will be equal in right of payment with all of our existing and future senior unsecured and unsubordinated indebtedness, but effectively junior to any senior secured indebtedness, to the extent of the value of the collateral securing such indebtedness, and will be structurally subordinated to all existing and future obligations of our subsidiaries, including any Qorvo Notes that are not tendered in the Exchange Offers.

The Skyworks Notes will effectively be junior in right of payment to all future secured indebtedness of Skyworks to the extent of the assets securing such indebtedness, and to all existing and future liabilities of its subsidiaries, including indebtedness and trade payables.

Skyworks' ability to make payments when due to the holders of the Skyworks Notes is dependent upon the receipt of sufficient funds from its subsidiaries. Claims of creditors of Skyworks' subsidiaries generally will have priority with respect to the assets and earnings of such subsidiaries over the claims of Skyworks' creditors, including holders of the Skyworks Notes. Accordingly, the Skyworks Notes will be effectively subordinated to creditors, including trade creditors and preferred stockholders, if any, of Skyworks' subsidiaries.

As of April 3, 2026, on a pro forma as adjusted basis, assuming full participation in the Exchange Offers on or prior to the Early Participation Date and giving effect to the Mergers, Skyworks would have had approximately $4.79 billion of unsecured, unsubordinated indebtedness outstanding and no secured indebtedness outstanding.

Optional Redemption

Prior to the applicable Par Call Date (as defined below), Skyworks may redeem the Skyworks 2029 Notes or the Skyworks 2031 Notes at its option at any time, and from time to time, in whole or in part. If Skyworks elects to redeem the Skyworks Notes prior to the applicable Par Call Date, it will pay a redemption price (expressed as a percentage of principal amount and rounded to three decimal places) equal to the greater of:

(1) (a) the sum of the present values of the remaining scheduled payments of principal and interest thereon discounted to the redemption date (assuming the applicable series of Skyworks Notes matured on the applicable Par Call Date) on a semi-annual basis (assuming a 360-day year consisting of

twelve 30-day months) at the Treasury Rate plus 15 basis points (in the case of the Skyworks 2029 Notes) or 20 basis points (in the case of the Skyworks 2031 Notes), in each case less (b) interest accrued to the date of redemption, and

(2) 100% of the principal amount of the applicable series of Skyworks Notes to be redeemed,

plus, in each case, accrued and unpaid interest thereon to, but not including, the redemption date.

In addition, at any time and from time to time, on or after the applicable Par Call Date, Skyworks may redeem the Skyworks 2029 Notes or the Skyworks 2031 Notes at its option, either in whole or in part, at a redemption price equal to 100% of the aggregate principal amount of the applicable series of Skyworks Notes to be redeemed on the redemption date, plus accrued and unpaid interest on such Skyworks Notes to, but not including, the redemption date.

The following terms are relevant to the determination of the redemption price. "Treasury Rate" means, with respect to any redemption date for Skyworks Notes of a series, the yield determined by the Company in accordance with the following two paragraphs:

- The Treasury Rate applicable to such redemption of Skyworks Notes of such series shall be determined by the Company after 4:15 p.m., New York City time (or after such time as yields on U.S. government securities are posted daily by the Board of Governors of the Federal Reserve System), on the third business day preceding the redemption date based upon the yield or yields for the most recent day that appear after such time on such day in the most recent statistical release published by the Board of Governors of the Federal Reserve System designated as "Selected Interest Rates (Daily) — H.15" (or any successor designation or publication) ("H.15") under the caption "U.S. government securities — Treasury constant maturities — Nominal" (or any successor caption or heading) ("H.15 TCM"). In determining the Treasury Rate, the Company shall select, as applicable: (1) the yield for the Treasury constant maturity on H.15 exactly equal to the period from the redemption date to the applicable Par Call Date (the "Remaining Life"); or (2) if there is no such Treasury constant maturity on H.15 exactly equal to the Remaining Life, the two yields — one yield corresponding to the Treasury constant maturity on H.15 immediately shorter than and one yield corresponding to the Treasury constant maturity on H.15 immediately longer than the Remaining Life — and shall interpolate to the applicable Par Call Date on a straight-line basis (using the actual number of days) using such yields and rounding the result to three decimal places; or (3) if there is no such Treasury constant maturity on H.15 shorter than or longer than the Remaining Life, the yield for the single Treasury constant maturity on H.15 closest to the Remaining Life. For purposes of this paragraph, the applicable Treasury constant maturity or maturities on H.15 shall be deemed to have a maturity date equal to the relevant number of months or years, as applicable, of such Treasury constant maturity from the redemption date.
- If on the third business day preceding the redemption date H.15 TCM is no longer published, the Company shall calculate the Treasury Rate applicable to such redemption based on the rate per annum equal to the semi-annual equivalent yield to maturity at 11:00 a.m., New York City time, on the second business day preceding such redemption date of the United States Treasury security maturing on, or with a maturity that is closest to, the applicable Par Call Date, as applicable. If there is no United States Treasury security maturing on the applicable Par Call Date but there are two or more United States Treasury securities with a maturity date equally distant from the applicable Par Call Date, one with a maturity date preceding the applicable Par Call Date and one with a maturity date following the applicable Par Call Date, the Company shall select the United States Treasury security with a maturity date preceding the applicable Par Call Date. If there are two or more United States Treasury securities maturing on the applicable Par Call Date or two or more United States Treasury securities meeting the criteria of the preceding sentence, the Company shall select from among these two or more United States Treasury securities the United States Treasury security that is trading closest to par based upon the average of the bid and asked prices for such United States Treasury securities at 11:00 a.m., New York City time. In determining the Treasury Rate in accordance with the terms of this paragraph, the semi-annual yield to maturity of the applicable United States Treasury security shall be based upon the average of the bid and asked prices (expressed as a percentage of principal amount) at 11:00 a.m., New York City time, of such United States Treasury security, and rounded to three decimal places.

Our actions and determinations in determining the redemption price shall be conclusive and binding for all purposes, absent manifest error.

Notice of any redemption will be mailed or electronically delivered (or otherwise transmitted in accordance with the depositary's procedures) at least 10 days but not more than 60 days before the redemption date to each holder of Skyworks Notes to be redeemed. Any notice may, at the discretion of Skyworks, be subject to the satisfaction or waiver of any conditions precedent, in which case such notice shall state the nature of such condition precedent.

In the case of a partial redemption, selection of the Skyworks Notes for redemption will be made pro rata, by lot or by such other method as the Trustee in its sole discretion deems appropriate and fair. No Skyworks Notes of a principal amount of $2,000 or less will be redeemed in part. If any Skyworks Note is to be redeemed in part only, the notice of redemption that relates to such Skyworks Note will state the portion of the principal amount of such Skyworks Note to be redeemed. A new Skyworks Note in a principal amount equal to the unredeemed portion of such Skyworks Note will be issued in the name of the holder of such Skyworks Note upon surrender for cancellation of the original Skyworks Note. For so long as the Skyworks Notes are held by DTC (or another depositary), the redemption of the Skyworks Notes shall be done in accordance with the policies and procedures of the depositary.

Unless we default in payment of the redemption price, on and after the redemption date interest will cease to accrue on the applicable series of Skyworks Notes or portions thereof called for redemption.

"Par Call Date" in respect of a series of Skyworks Notes shall mean the date set forth below:

- with respect to the Skyworks 2029 Notes, July 15, 2029 (three months prior to the maturity of the Skyworks 2029 Notes); and
- with respect to the Skyworks 2031 Notes, January 1, 2031 (three months prior to the maturity of the Skyworks 2031 Notes).

Purchase of Skyworks Notes Upon A Change of Control Repurchase Event

If a change of control repurchase event occurs with respect to the Skyworks Notes of a series, except as set forth in the fourth paragraph of this subsection or unless Skyworks has exercised its right to redeem (or given notice of redemption of) the Skyworks Notes of that series as described above, Skyworks will be required to make an offer to each holder of the Skyworks Notes of that series to repurchase all or any part (in excess of $2,000 and in integral multiples of $1,000) of that holder's Skyworks Notes of that series at a purchase price in cash equal to 101% of the aggregate principal amount of the Skyworks Notes of the series repurchased plus any accrued and unpaid interest on the Skyworks Notes of the series repurchased to, but not including, the date of repurchase. Within 45 days following any change of control repurchase event or, at the option of Skyworks, prior to any change of control, but after the public announcement of the change of control, Skyworks will send a notice to each holder of the applicable series, with a copy to the Trustee, describing the transaction or transactions that constitute or may constitute the change of control repurchase event and offering to repurchase the Skyworks Notes of that series on the payment date specified in the notice, which date will be no earlier than 30 days and no later than 60 days from the date such notice is sent. The notice shall, if given prior to the date of consummation of the change of control, state that the offer to purchase is conditioned on a change of control repurchase event occurring on or prior to the payment date specified in the notice. Skyworks will comply with the requirements of Rule 14e-1 under the Exchange Act, and any other securities laws and regulations to the extent those laws and regulations are applicable in connection with the repurchase of the Skyworks Notes as a result of a change of control repurchase event. To the extent that the provisions of any securities laws or regulations conflict with the change of control repurchase event provisions of the Skyworks Notes, Skyworks will comply with the applicable securities laws and regulations and will not be deemed to have breached its obligations under the change of control repurchase event provisions of the Skyworks Notes by virtue of compliance with such securities laws or regulations.

On the repurchase date following a change of control repurchase event, Skyworks will, to the extent lawful:

(1) accept for payment all the Skyworks Notes or portions of the Skyworks Notes properly tendered (and not withdrawn) pursuant to its offer;

(2) deposit with the paying agent an amount equal to the aggregate purchase price in respect of all the Skyworks Notes or portions of the Skyworks Notes so accepted for payment; and

(3) deliver or cause to be delivered to the Trustee the Skyworks Notes properly accepted, together with an officer's certificate stating the aggregate principal amount of Skyworks Notes being purchased by Skyworks.

The paying agent will promptly mail or deliver by wire transfer (or otherwise in accordance with the procedures of the depositary) to each holder of Skyworks Notes of the applicable series so accepted for payment the purchase price for such Skyworks Notes, and the Trustee will promptly authenticate and mail (or cause to be transferred by book-entry) to each such holder a Skyworks Note equal in principal amount to any unpurchased portion of any Skyworks Notes of that series surrendered.

Skyworks will not be required to make an offer to repurchase the Skyworks Notes upon a change of control repurchase event if a third party makes such an offer in the manner, at the times and otherwise in compliance with the requirements for an offer made by Skyworks and such third party purchases all Skyworks Notes properly tendered and not withdrawn under its offer.

The change of control repurchase event feature of the Skyworks Notes may in certain circumstances make more difficult or discourage a sale or takeover of Skyworks. Skyworks has no present intention to engage in a transaction involving a change of control, although it is possible that Skyworks could decide to do so in the future. Subject to the limitations discussed below, Skyworks could, in the future, enter into certain transactions, including acquisitions, refinancings or other recapitalizations, that would not constitute a change of control under the Skyworks Indenture, but that could increase the amount of indebtedness outstanding at such time or otherwise affect the capital structure of Skyworks or credit ratings of the Skyworks Notes. Restrictions on the ability of Skyworks to incur liens, enter into sale and leaseback transactions and consolidate, merge or sell assets are contained in the covenants as described under "— Certain Covenants — Limitation on Liens," "— Certain Covenants — Limitation on Sale and Leaseback Transactions" and "— Certain Covenants — Limitation on Consolidation, Merger and Sale of Assets." Except for the limitations contained in such covenants and the covenant relating to repurchases upon the occurrence of a change of control repurchase event, the Skyworks Indenture will not contain any covenants or provisions that may afford holders of the Skyworks Notes protection in the event of a decline in the credit quality of Skyworks or a highly leveraged or similar transaction involving Skyworks.

Skyworks may not have sufficient funds to repurchase all the Skyworks Notes of a series upon a change of control repurchase event with respect to such series of Skyworks Notes. In addition, even if it has sufficient funds, Skyworks may be prohibited from repurchasing the Skyworks Notes under the terms of its future debt instruments.

For purposes of the foregoing discussion of a repurchase at the option of holders, the following definitions are applicable:

"change of control" means the occurrence of any of the following: (1) the direct or indirect sale, lease, transfer, conveyance or other disposition (other than by way of merger or consolidation), in one or a series of related transactions, of all or substantially all of the properties or assets of Skyworks and its subsidiaries taken as a whole to any "person" (as that term is used in Section 13(d) and Section 14(d) of the Exchange Act) other than Skyworks or one of its subsidiaries; (2) the adoption of a plan relating to Skyworks' liquidation or dissolution; (3) the consummation of any transaction (including, without limitation, any merger or consolidation) the result of which is that any "person" or "group" (as those terms are used in Section 13(d)(3) of the Exchange Act), other than Skyworks or its subsidiaries, becomes the beneficial owner (as defined in Rules 13(d)(3) and 13(d)(5) of the Exchange Act), directly or indirectly, of more than 50% of the combined voting power of Skyworks' voting stock or other voting stock into which Skyworks' voting stock is reclassified, consolidated, exchanged or changed, measured by voting power rather than number of shares; or (4) Skyworks consolidates with, or merges with or into, any person, or any person consolidates with, or merges with or into Skyworks, in any such event pursuant to a transaction in which any of the outstanding voting stock of Skyworks or such other person is converted into or exchanged for cash, securities or other property, other than any such transaction where the shares of the voting stock of Skyworks outstanding immediately prior to such transaction constitute, or are converted into or exchanged for, a majority of the voting stock of the surviving person immediately after giving effect to such transaction.

"change of control repurchase event" means, with respect to a series of Skyworks Notes, the occurrence of both a change of control and a ratings event.

"Fitch" means Fitch Ratings Inc., or any successor to the rating agency business thereof.

"investment grade" means a rating of BBB- or better by S&P (or its equivalent under any successor rating categories of S&P) or a rating of BBB- or better by Fitch (or its equivalent under any successor rating categories of Fitch); and the equivalent investment grade credit rating from any additional rating agency or rating agencies selected by Skyworks.

"rating agency" means (1) each of S&P and Fitch; and (2) if any of S&P and Fitch ceases to rate the Skyworks Notes or fails to make a rating of the Skyworks Notes publicly available for reasons outside of the control of Skyworks, a "nationally recognized statistical rating organization" within the meaning of Section 3(a)(62) of the Exchange Act, selected by Skyworks (as certified by a resolution of the board of directors of Skyworks) as a replacement for such rating agency.

"ratings event" means, with respect to a series of Skyworks Notes, the rating of such Skyworks Notes is lowered by both rating agencies and such Skyworks Notes are rated below investment grade by both rating agencies on any day during the period (which period will be extended so long as the rating of such Skyworks Notes is under publicly announced consideration for a possible downgrade by any of the rating agencies) commencing on the earlier of (x) the date of the first public notice of the occurrence of a change of control and (y) the date of public notice of an agreement that, if consummated, would result in a change of control and ending 60 days following consummation of such change of control; provided, however, that a ratings event otherwise arising by virtue of a particular reduction in rating will not be deemed to have occurred in respect of a particular change of control (and thus will not be deemed a ratings event for purposes of the definition of change of control repurchase event) unless the rating agency making the reduction in rating to which this definition would otherwise apply announces or publicly confirms or informs the Trustee in writing at Skyworks' or the Trustee's request that the reduction was the result of, or in respect of, the applicable change of control (whether or not the applicable change of control has occurred at the time of the ratings event).

"S&P" means Standard & Poor's Ratings Group, Inc., or any successor to the rating agency business thereof.

"voting stock" of any specified person as of any date means the capital stock of such person that is at the time entitled to vote generally in the election of the board of directors of such person.

Further Issuances

Skyworks may from time to time, without notice to or the consent of the holders of any series of Skyworks Notes, create and issue additional Skyworks Notes of that series of Skyworks Notes having the same terms as, and ranking equally and ratably with, that series of Skyworks Notes offered hereby in all respects (except for the issue date and, if applicable, the issue price, first interest payment date and interest accrual date and the amount of interest payable on the first interest payment date). Such additional Skyworks Notes of such series may be consolidated and form a single series with, and will have the same terms as to priority, redemption, waivers, amendments or otherwise, as the Skyworks Notes of such series offered hereby and will vote together as one class on all matters with respect to that series of Skyworks Notes. Additional Skyworks Notes of a series that are not fungible for U.S. federal income tax purposes with the Skyworks Notes offered hereby may trade under a separate CUSIP.

Certain Covenants

The Skyworks Indenture will contain the following principal covenants:

Limitation on Liens

Skyworks will not, and will not permit any Significant Subsidiary to, create, incur, assume or permit to exist any lien on any property or asset (including the capital stock of any subsidiary), to secure any indebtedness of Skyworks, any Significant Subsidiary or any other person without securing the Skyworks

Notes equally and ratably with such indebtedness for so long as such indebtedness shall be so secured, subject to certain exceptions. Exceptions include:

- liens existing on the date of the applicable supplemental indenture, officer's certificate or board resolution for such series of Skyworks Notes;
- (x) liens on assets or property of a person at the time it becomes a subsidiary securing only indebtedness of such person; provided such indebtedness was not incurred in connection with such person or entity becoming a subsidiary and such liens do not extend to any assets other than those of the person becoming a subsidiary and the proceeds and products of such assets (and the proceeds and products thereof); and (y) liens on assets or property at the time acquired; provided such indebtedness was not incurred in connection with such acquisition and such liens do not extend to any assets other than those so acquired (and the proceeds and products thereof);
- liens existing on assets created at the time of, or within 18 months after, the acquisition, purchase, lease (including any Capital Lease Obligations, or any synthetic, off-balance sheet or tax retention lease), improvement or development of such assets to secure all or a portion of the purchase price or lease for, or the costs of improvement or development of, such assets;
- liens to secure any modification, extension, renewal, refinancing, replacement or refunding (or successive modifications, extensions, renewals, refinancings, replacements or refundings), in whole or in part, of any indebtedness secured by liens referred to in the above three bullets or liens created in connection with any amendment, consent or waiver relating to such indebtedness, so long as such lien is limited to all or part of substantially the same (or same type of) property which secured the lien modified, extended, renewed, refinanced, replaced or refunded, plus accessions, additions and improvements on such property and after-acquired property and the indebtedness so secured does not exceed the sum of (A) the greater of (x) the outstanding principal amount or, if greater, committed amount of the indebtedness secured by and (y) the fair market value (as determined by Skyworks' board of directors) of the assets subject to such liens at the time of such modification, extension, renewal, refinancing, replacement or refunding, or such amendment, consent or waiver, as the case may be, plus (B) an amount necessary to pay accrued but unpaid interest on such indebtedness and any premium (including tender premiums), defeasance costs, underwriting discounts and any fees, costs, expenses (including upfront fees, original issue discount (in lieu of upfront fees), consent fees, amendment fees or similar fees) or penalties incurred in connection with such modification, extension, renewal, refinancing, replacement or refunding;
- liens on property incurred in sale and leaseback transactions permitted under "— Limitation on Sale and Leaseback Transactions" below;
- liens in favor of only Skyworks or one or more subsidiaries granted by Skyworks or a subsidiary to secure any obligations owed to Skyworks or a subsidiary of Skyworks;
- liens on assets of any subsidiary of Skyworks registered or regulated as a "broker" or a "dealer" as such terms are defined in Sections 3(a)(4) and (5) of the Exchange Act created or otherwise arising in the ordinary course of such subsidiary's business;
- customary liens in respect of a deposit for the benefit of a holder of a series of Skyworks Notes for a discharge or defeasance of such Skyworks Notes or holders of other indebtedness for a discharge or defeasance of such other indebtedness;
- liens on securities deemed to exist under repurchase agreements and reverse repurchase agreements entered into by Skyworks or any subsidiary in the ordinary course of business;
- liens in favor of the Trustee granted in accordance with the Skyworks Indenture;
- liens for taxes, assessments or other governmental charges or levies not yet delinquent by more than 30 days (or, if failure to pay prior to delinquency but after the due date does not result in additional material amounts being due, which are not yet delinquent by more than 30 days) or not yet subject to penalties for nonpayment or that are being contested in good faith by appropriate proceedings and for which Skyworks or any subsidiary, as applicable, has maintained adequate reserves in accordance with GAAP;

- any attachment or judgment lien in existence less than 60 days after the entry thereof or with respect to which (i) execution has been stayed, (ii) payment is covered in full by insurance, or (iii) Skyworks or any of its subsidiaries shall in good faith be prosecuting on appeal or proceedings for review and shall have set aside on its books such reserves as may be required by GAAP with respect to such judgment or award;
- liens securing Swap Contracts of Skyworks or any of its subsidiaries permitted to be incurred under the Skyworks Indenture;
- liens arising out of conditional sale, title retention, consignment or similar arrangements for the sale or purchase of goods entered into by Skyworks or any subsidiary in the ordinary course of business;
- liens on the assets of, or capital stock or other equity interests in, any subsidiary or any joint venture and which secures indebtedness or other obligations of such subsidiary or joint venture (or of another subsidiary);
- liens securing obligations under the Revolving Credit Agreement in an aggregate amount not to exceed $750 million; and
- liens otherwise prohibited by this covenant, securing indebtedness which, together with the value of attributable debt incurred in sale and leaseback transactions permitted under "— Limitation on Sale and Leaseback Transactions" below, do not exceed 15.0% of Consolidated Net Tangible Assets measured at the date of incurrence of such liens.

Any lien created for the benefit of holders pursuant to the preceding paragraph may provide by its terms that any such lien shall be automatically and unconditionally released and discharged upon the release and discharge of the lien securing such other indebtedness.

Limitation on Sale and Leaseback Transactions

Skyworks will not, and will not permit any Significant Subsidiary to, enter into any arrangement with any person pursuant to which Skyworks or any Significant Subsidiary leases any property that has been or is to be sold or transferred by Skyworks or the Significant Subsidiary to such person (a "sale and leaseback transaction"), except that a sale and leaseback transaction is permitted if Skyworks or such Significant Subsidiary would be entitled to incur indebtedness secured by a lien on the property to be leased (without equally and ratably securing the outstanding Skyworks Notes) in an amount equal to the present value of the lease payments with respect to the term of the lease remaining on the date as of which the amount is being determined, discounted at the rate of interest set forth or implicit in the terms of the lease, compounded semi-annually (such amount is referred to as the "attributable debt").

In addition, permitted sale and leaseback transactions not subject to the limitation above and the provisions described in "— Limitation on Liens" above include:

- temporary leases for a term, including renewals at the option of the lessee, of not more than three years;
- leases between only Skyworks and one or more subsidiaries of Skyworks or only between or among subsidiaries of Skyworks;
- leases where the proceeds are at least equal to the fair market value (as determined by Skyworks' board of directors) of the property and Skyworks applies within 270 days after the sale an amount equal to the greater of the net proceeds of the sale or the attributable debt associated with the property to (i) the retirement of long-term secured indebtedness, (ii) the acquisition, construction, development or improvement of properties, facilities or equipment or (iii) a combination thereof; and
- leases of property executed by the time of, or within 12 months after the latest of, the acquisition, the completion of construction or improvement, or the commencement of commercial operation of the property.

Limitation on Consolidation, Merger and Sale of Assets

Skyworks may not consolidate or merge with or into another entity, or sell, lease, convey, transfer or otherwise dispose of all or substantially all of Skyworks' and its subsidiaries' property and assets (taken as a whole) to another entity unless:

- Skyworks is the surviving or continuing corporation or transferee or (2) the successor entity, if other than Skyworks, is a person organized and existing under the laws of the United States or any state thereof or the District of Columbia and expressly assumes by supplemental indenture all of Skyworks' obligations under the Skyworks Notes and the Skyworks Indenture;
- immediately after giving effect to the transaction, no event of default (as defined below), and no event that, after notice or lapse of time or both, would become an event of default, has occurred and is continuing; and
- if, as a result of any consolidation, merger, sale or lease, conveyance or transfer described in this covenant, properties or assets of Skyworks would become subject to any lien which would not be permitted by the lien restriction described above without equally and ratably securing the Skyworks Notes, Skyworks or such successor person, as the case may be, will take the steps as are necessary to secure effectively the Skyworks Notes equally and ratably with, or prior to, all indebtedness secured by those liens as described above.

In connection with any transaction that is covered by this covenant, Skyworks must deliver to the Trustee an officer's certificate and an opinion of counsel each stating that the transaction complies with the terms of the Skyworks Indenture.

In the case of any such consolidation, merger, sale, lease, conveyance, transfer or other disposition of all or substantially all of Skyworks' and its subsidiaries assets (taken as a whole) in a transaction in which there is a successor entity, the successor entity will succeed to, and be substituted for, Skyworks under the Skyworks Indenture and, subject to the terms of the Skyworks Indenture, Skyworks will be discharged and released from the obligation to pay principal and interest on the Skyworks Notes and all obligations under the Skyworks Indenture.

Events of Default

Each of the following is an "event of default" under the Skyworks Indenture with respect to the Skyworks Notes of each series:

(1) a default in the payment of any principal of or premium, if any, on any Skyworks Notes of that series when due at its stated maturity date, upon optional redemption or otherwise;

(2) a failure to pay interest on the Skyworks Notes of that series when due, continued for 30 days;

(3) certain events of bankruptcy, insolvency or reorganization involving Skyworks;

(4) a default in the performance, or breach, of any other covenant, warranty or agreement in the Skyworks Indenture for 60 days after a Notice of Default (as defined below) is given to Skyworks; and

(5) (a) a failure to make any payment at maturity, including any applicable grace period, on any indebtedness of Skyworks (other than indebtedness of Skyworks owing to any of its subsidiaries) outstanding in an amount in excess of $400 million or its foreign currency equivalent at the time and continuance of this failure to pay or (b) a default on any indebtedness of Skyworks (other than indebtedness owing to any of its subsidiaries), which default results in the acceleration of such indebtedness in an amount in excess of $400 million or its foreign currency equivalent at the time without such indebtedness having been discharged or the acceleration having been cured, waived, rescinded or annulled, in the case of clause (a) or (b) above; provided, however, that if any failure, default or acceleration referred to in clauses (a) or (b) ceases or is cured, waived, rescinded or annulled, then the event of default under the Skyworks Indenture will be deemed cured.

A default under clause (4) above is not an event of default until the Trustee or the holders of at least 25% in aggregate principal amount of the applicable series of Skyworks Notes then outstanding notify Skyworks of the default and Skyworks does not cure such default within the time specified after receipt of such notice. Such notice must specify the default, demand that it be remedied and state that such notice is a "Notice of Default."

Skyworks shall deliver to the Trustee, within 30 days after the occurrence thereof, written notice in the form of an officer's certificate of any event that with the giving of notice or the lapse of time or both would become an event of default, its status and what action Skyworks is taking or proposes to take with respect thereto.

If an event of default (other than an event of default resulting from certain events involving bankruptcy, insolvency or reorganization with respect to Skyworks) shall have occurred and be continuing, the Trustee or the registered holders of at least 25% in aggregate principal amount of the Skyworks Notes of that series then outstanding may declare, by notice to Skyworks in writing (and to the Trustee, if given by the holders of the Skyworks Notes of that series) specifying the event of default, to be immediately due and payable the principal amount of all the Skyworks Notes of that series then outstanding, plus accrued but unpaid interest to the date of acceleration. In case an event of default resulting from certain events of bankruptcy, insolvency or reorganization with respect to Skyworks shall occur, such amount with respect to all the Skyworks Notes of that series shall be due and payable immediately without any declaration or other act on the part of the Trustee or the holders of the Skyworks Notes of that series. Unless as otherwise provided herein, after any such acceleration, but before a judgment or decree based on acceleration is obtained by the Trustee, the registered holders of a majority in aggregate principal amount of Skyworks Notes of that series then outstanding may, under certain circumstances, rescind and annul such acceleration and waive such event of default with respect to the Skyworks Notes of that series if all events of default, other than the nonpayment of accelerated principal, premium or interest with respect to the Skyworks Notes of that series, have been cured or waived as provided in the Skyworks Indenture.

In case an event of default shall occur and be continuing, the Trustee will be under no obligation to exercise any of its rights or powers under the Skyworks Indenture at the request or direction of any of the holders of the Skyworks Notes of any series, unless such holders shall have offered, and, if requested, provided to the Trustee indemnity or security satisfactory to the Trustee against any loss, liability or expense. Subject to such provisions for the indemnification of the Trustee, the holders of a majority in aggregate principal amount of the Skyworks Notes of any series then outstanding will have the right to direct the time, method and place of conducting any proceeding for any remedy available to the Trustee or exercising any trust or power conferred on the Trustee with respect to the Skyworks Notes of that series.

No holder of Skyworks Notes of any series will have any right to institute any proceeding, judicial or otherwise, with respect to the Skyworks Indenture, or for the appointment of a receiver or trustee, or for any remedy thereunder, unless:

(a) such holder has previously given to the Trustee written notice of a continuing event of default,

(b) the registered holders of at least 25% in aggregate principal amount of the Skyworks Notes of that series then outstanding have made written request and offered, and if requested, provided indemnity or security reasonably satisfactory to the Trustee to institute such proceeding as trustee, and

(c) the Trustee shall not have received from the registered holders of a majority in aggregate principal amount of the Skyworks Notes of that series then outstanding a direction inconsistent with such request and shall have failed to institute such proceeding within 60 days.

However, such limitations do not apply to a suit instituted by a holder of any Skyworks Note for enforcement of payment of the principal of, and premium, if any, or interest on, such Skyworks Note on or after the respective due dates expressed in such Skyworks Note.

The Skyworks Indenture will require Skyworks to furnish to the Trustee, within 120 days after the end of each fiscal year, a statement of an officer regarding compliance with the Skyworks Indenture. Upon

becoming aware of any default or event of default, Skyworks is required to deliver to the Trustee a statement specifying such default or event of default and the actions Skyworks intends to take in connection therewith.

Definitions

The indenture will contain the following defined terms:

"Capital Lease Obligations" of any person means the obligations of such person to pay rent or other amounts under any lease of (or other arrangement conveying the right to use) real or personal property, or a combination thereof, which obligations are required to be classified and accounted for as capital or finance leases on a balance sheet of such person under GAAP; and the amount of such obligations shall be the capitalized amount thereof determined in accordance with GAAP.

"Consolidated Net Tangible Assets" means, as of the time of determination, (a) the total assets of Skyworks and its subsidiaries determined on a consolidated basis in accordance with GAAP minus (b) the sum of (i) current liabilities of Skyworks and its subsidiaries, except for current maturities of long-term indebtedness and Capital Lease Obligations, and (ii) goodwill and other intangible assets of Skyworks and its subsidiaries, in each case determined on a consolidated basis in accordance with GAAP, all as reflected in the most recent consolidated balance sheet prepared by Skyworks in accordance with GAAP contained in an annual report on Form 10-K or a quarterly report on Form 10-Q (or comparable semiannual report) timely filed or any amendment thereto (and not subsequently disclaimed as not being reliable by Skyworks) prior to the time as of which "Consolidated Net Tangible Assets" is being determined.

"GAAP" means generally accepted accounting principles in the United States of America in effect on the date of the Skyworks Indenture.

"guarantee" means any obligation, contingent or otherwise, of any person directly or indirectly guaranteeing any indebtedness of any other person and any obligation, direct or indirect, contingent or otherwise, of such person (1) to purchase or pay (or advance or supply funds for the purchase or payment of) such indebtedness of such other person (whether arising by virtue of partnership arrangements, or by agreement to keep well, to purchase assets, goods, securities or services, to take or pay or to maintain financial statement conditions or otherwise) or (2) entered into for purposes of assuring in any other manner the obligee of such indebtedness of the payment thereof or to protect such obligee against loss in respect thereof (in whole or in part); provided, however, that the term "guarantee" will not include endorsements for collection or deposit in the ordinary course of business. The term "guarantee," when used as a verb, has a correlative meaning.

"incur" means issue, assume, guarantee or otherwise become liable for.

"indebtedness" means, with respect to any person, obligations (other than Non-recourse Obligations) of such person for borrowed money (including, without limitation, indebtedness for borrowed money evidenced by notes, bonds, debentures or similar instruments).

"Non-recourse Obligation" means indebtedness or other obligations substantially related to the financing of a project involving the development or expansion of properties of Skyworks or any direct or indirect subsidiaries of Skyworks, as to which the obligee with respect to such indebtedness or obligation has no recourse to Skyworks or any direct or indirect subsidiary of Skyworks or such subsidiary's assets other than the assets which were acquired with the proceeds of such transaction or the project financed with the proceeds of such transaction (and the proceeds thereof).

"person" means any individual, corporation, partnership, limited liability company, joint venture, association, joint-stock company, trust, unincorporated organization, or government, or political subdivision thereof.

"Revolving Credit Agreement" means the Revolving Credit Agreement, dated as of May 21, 2021, among the Company, the borrowing subsidiaries party thereto, the lenders party thereto and JPMorgan Chase Bank, N.A., as administrative agent, as amended by the First Amendment, dated as of March 6, 2023, the Second Amendment, dated as of November 18, 2025, and as further amended, restated, amended and restated, supplemented or otherwise modified, replaced or refinanced from time to time (such amendment,

restatement, amendment and restatement, supplement, modification, replacement or refinancing may be successive or non-successive); provided that any such amendment, restatement, amendment and restatement, supplement, modification, replacement or refinancing is in the form of a revolving credit facility (or similar arrangement).

"Significant Subsidiary" has the meaning set forth in Rule 1-02(w) of Regulation S-X under the Exchange Act.

"subsidiary" means, with respect to any person (the "parent") at any date, any corporation, limited liability company, partnership, association or other entity of which securities or other ownership interests representing more than 50% of the equity or more than 50% of the ordinary voting power or, in the case of a partnership, more than 50% of the general partnership interests are, as of that date, owned, controlled or held by the parent or one or more subsidiaries of the parent or by the parent and one or more subsidiaries of the parent.

Modification and Waiver

Subject to certain exceptions, the Skyworks Indenture with respect to any series of the Skyworks Notes may be amended with the consent of the holders of a majority in principal amount of the Skyworks Notes of that series then outstanding (including consents obtained in connection with a tender offer or exchange for the Skyworks Notes). Skyworks and the Trustee may, without the consent of any holders of Skyworks Notes of any series, change the Skyworks Indenture for any of the following purposes:

- to evidence the succession of another person to Skyworks and the assumption by any such successor of the covenants of Skyworks under the Skyworks Indenture and the Skyworks Notes;
- to add to the covenants of Skyworks for the benefit of holders of the Skyworks Notes of that series or to surrender any right or power conferred upon Skyworks;
- to add any additional events of default for the benefit of holders of the Skyworks Notes of that series;
- to add to or change any of the provisions of the Skyworks Indenture as necessary to permit or facilitate the issuance of Skyworks Notes in bearer form, registrable or not registrable as to principal, and with or without interest coupons, or to permit or facilitate the issuance of Skyworks Notes of that series in uncertificated form, or relating to the transfer and legending of Skyworks Notes;
- to secure the Skyworks Notes of that series or to add guarantees of the Skyworks Notes;
- to add or appoint a successor or separate trustee;
- to cure any ambiguity, defect, mistake or inconsistency;
- to supplement any of the provisions of the Skyworks Indenture as necessary to permit or facilitate the defeasance or discharge of the Skyworks Notes of that series, provided that the interests of the holders of the Skyworks Notes of that series are not adversely affected in any material respect;
- to make any other change that would not adversely affect the contractual rights of any holders of the Skyworks Notes of the applicable series;
- to make any change necessary to comply with any requirement of the SEC in connection with the qualification of the Skyworks Indenture or any supplemental indenture under the Trust Indenture Act;
- to conform any provision in the Skyworks Indenture, or in the board resolution, officer's certificate or supplemental indenture establishing the Skyworks Notes of any series, or the terms of the Skyworks Notes of any series, to the prospectus supplement, offering memorandum, offering circular or any other document pursuant to which the Skyworks Notes of such series were offered; and
- to reflect the issuance of additional notes as permitted by the Skyworks Indenture.

Notwithstanding the foregoing, no modification, supplement, waiver or amendment may, without the consent of the holder of each affected Skyworks Note:

- make any change to the percentage of principal amount of Skyworks Notes the holders of which must consent to an amendment, modification, supplement or waiver;
- reduce the rate of or extend the time of payment for interest on any Skyworks Note;
- reduce the principal amount or extend the stated maturity of any Skyworks Note;
- reduce the redemption price or repurchase price of any Skyworks Note, change the date on which any Skyworks Note is subject to redemption or repurchase (provided that this shall not apply to changes in the notice period for any redemption or repurchase) or add redemption or repurchase provisions to the Skyworks Notes;
- make any Skyworks Note payable in money other than that stated in the Skyworks Indenture or the Skyworks Note; or
- impair the right to institute suit for the enforcement of any payment on or with respect to the Skyworks Notes.

The holders of at least a majority in principal amount of the outstanding Skyworks Notes of any series may waive compliance by Skyworks with certain restrictive provisions of the Skyworks Indenture with respect to the Skyworks Notes of that series. The holders of at least a majority in principal amount of the outstanding Skyworks Notes of any series may waive any past default under the Skyworks Indenture, except a default not theretofore cured in the payment of principal or interest and any covenants and provisions of the Skyworks Indenture which Skyworks Indenture (or the applicable board resolution, officer's certificate or supplemental indenture establishing the series of Skyworks Notes) expressly provides cannot be amended without the consent of the holder of each outstanding Skyworks Note of the applicable series affected thereby.

Defeasance

Skyworks at any time may terminate all its obligations with respect to one or more series of the Skyworks Notes and the Skyworks Indenture as to all outstanding Skyworks Notes of such series (such termination, "legal defeasance"), except for certain obligations, including those respecting the defeasance trust and obligations to register the transfer or exchange of the Skyworks Notes of that series, to replace mutilated, destroyed, lost or stolen Skyworks Notes of that series, to maintain a registrar and paying agent in respect of the Skyworks Notes of that series and certain rights privileges and immunities of the Trustee and Skyworks' obligations in connection therewith. Skyworks at any time may also terminate its obligations with respect to the Skyworks Notes of any series under the covenants described under "— Certain covenants — Limitation on Liens," "— Certain Covenants — Limitation on Sale and Leaseback Transactions" and "— Limitation on Consolidation, Merger and Sale of Assets," to maintain its corporate existence, under clause (4) under "— Events of Default," under clause (5) under "— Events of default" and under the provisions described under "— Purchase of Skyworks Notes Upon a Change of Control Repurchase event," which termination is referred to in this Prospectus/Offers to Exchange as "covenant defeasance." Skyworks may exercise its legal defeasance option notwithstanding its prior exercise of its covenant defeasance option.

If Skyworks exercises its legal defeasance option with respect to the Skyworks Notes of any series, payment of the Skyworks Notes of that series may not be accelerated because of an event of default with respect thereto. If Skyworks exercises its covenant defeasance option with respect to the Skyworks Notes of any series, payment of the Skyworks Notes of that series may not be accelerated because of an event of default specified in clauses (4) and (5) under "— Events of default" with respect to the covenants described under "— Certain covenants" and Skyworks will no longer be obligated to make an offer under the "— Purchase of Skyworks Notes Upon a Change of Control Repurchase Event" provision upon the occurrence of a change of control.

The legal defeasance option or the covenant defeasance option with respect to the Skyworks Notes of any series may be exercised only if:

(a) Skyworks irrevocably deposits in trust with the Trustee money or U.S. government securities or a combination thereof, which through the payment of interest thereon and principal thereof in

accordance with their terms, will provide money in an amount sufficient, in the opinion of, or based on a written report or certificate of, a nationally recognized investment bank, appraisal firm or firm of independent public accountants, to pay principal and interest when due on all the Skyworks Notes being defeased to maturity,

(b) no default or event of default with respect to the Skyworks Notes of that series has occurred and is continuing on the date of such deposit (other than a default or event of default resulting from the borrowing of funds to be applied to such deposit (and any similar substantially concurrent deposit relating to other indebtedness or other instruments being defeased, discharged, repurchased, redeemed, repaid or otherwise acquired or retired), and the granting of liens to secure such borrowing),

(c) in the case of the legal defeasance option, Skyworks delivers to the Trustee an opinion of counsel stating that:

(1) Skyworks has received from the Internal Revenue Service a ruling, or

(2) since the date of the Skyworks Indenture there has been a change in the applicable U.S. federal income tax law, to the effect, in either case, that, and based thereon such opinion of counsel shall confirm that, the holders of the Skyworks Notes of that series will not recognize income, gain or loss for U.S. federal income tax purposes as a result of such defeasance and will be subject to U.S. federal income tax on the same amounts, in the same manner and at the same time as would have been the case if such defeasance has not occurred,

(d) in the case of the covenant defeasance option, Skyworks delivers to the Trustee an opinion of counsel to the effect that the holders of the Skyworks Notes of that series will not recognize income, gain or loss for U.S. federal income tax purposes as a result of such covenant defeasance and will be subject to U.S. federal income tax on the same amounts, in the same manner and at the same times as would have been the case if such covenant defeasance had not occurred,

(e) if any series of Skyworks Notes is to be redeemed in connection with such defeasance, either notice of such redemption shall have been duly given pursuant to the Skyworks Indenture or provision therefor satisfactory to the Trustee shall have been made, and

(f) Skyworks delivers to the Trustee an officer's certificate and an opinion of counsel, each stating that all conditions precedent to the defeasance of the Skyworks Notes have been complied with as required by the Skyworks Indenture.

Discharge

When (i) Skyworks delivers to the Trustee all outstanding Skyworks Notes of any series (other than Skyworks Notes of that series replaced because of mutilation, loss, destruction or wrongful taking) for cancellation or (ii) all outstanding Skyworks Notes of any series have become due and payable (whether by the sending of a notice of redemption or otherwise), or are by their terms due and payable within one year whether at maturity or are to be called for redemption within one year under arrangements satisfactory to the Trustee, and in the case of clause (ii) Skyworks irrevocably deposits with the Trustee U.S. dollars or non-callable U.S. government obligations or a combination thereof in such amounts sufficient to pay at maturity or upon redemption all outstanding Skyworks Notes of that series, including interest and premium, if any, thereon, and if in either case Skyworks pays all other sums related to the Skyworks Notes of that series payable under the Skyworks Indenture by Skyworks, then the Skyworks Indenture shall, subject to certain surviving provisions, cease to be of further effect with respect to Skyworks Notes of that series. The Trustee shall acknowledge satisfaction and discharge of the Skyworks Indenture with respect to the Skyworks Notes of that series on demand of Skyworks accompanied by an officer's certificate and an opinion of counsel of Skyworks.

Governing law

The Skyworks Indenture and the Skyworks Notes will be governed by, and construed in accordance with, the laws of the State of New York.

Regarding the Trustee

U.S. Bank Trust Company, National Association is the Trustee under the Skyworks Indenture and has also been appointed by Skyworks to act as registrar, transfer agent and paying agent for the Skyworks Notes.

BOOK-ENTRY ISSUANCE

The Skyworks Notes will be issued in the form of one or more fully registered global notes which will be deposited with, or on behalf of, DTC, as the depositary, and registered in the name of Cede & Co., DTC's nominee. Beneficial interests in the global notes will be represented through book-entry accounts of financial institutions acting on behalf of beneficial owners as direct and indirect participants in DTC. Investors may elect to hold interests in the global notes directly through DTC. Except under circumstances described below, the Skyworks Notes will not be issuable in definitive form. The laws of some states require that certain purchasers of securities take physical delivery of their securities in definitive form. These limits and laws may impair the ability to transfer beneficial interests in the global notes.

So long as the depositary or its nominee is the registered owner of the global notes, the depositary or its nominee will be considered the sole owner or holder of the Skyworks Notes represented by the global notes for all purposes under the Skyworks Indenture. Except as provided below, owners of beneficial interests in the global notes will not be entitled to have Skyworks Notes represented by the global notes registered in their names, will not receive or be entitled to receive physical delivery of Skyworks Notes in definitive form and will not be considered the owners or holders thereof under the Skyworks Indenture.

Principal and interest payments on Skyworks Notes registered in the name of the depositary or its nominee will be made to the depositary or its nominee, as the case may be, as the registered owner of the global notes. None of Skyworks, the Skyworks Trustee or any paying agent or registrar for the Skyworks Notes will have any responsibility or liability for any aspect of the records relating to or payments made on account of beneficial interests in the global notes or for maintaining, supervising or reviewing any records relating to these beneficial interests.

Skyworks expects that the depositary for the Skyworks Notes or its nominee, upon receipt of any payment of principal or interest, will credit the participants' accounts with payments in amounts proportionate to their respective beneficial interests in the principal amount of the global notes as shown on the records of the depositary or its nominee. Skyworks also expects that payments by participants to owners of beneficial interest in the global notes held through these participants will be governed by standing instructions and customary practices, as is now the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of these participants.

If the depositary is at any time unwilling or unable to continue as depositary and a successor depositary is not appointed by Skyworks within 90 days, Skyworks will issue Skyworks Notes in definitive form in exchange for the global notes. Skyworks will also issue Skyworks Notes in definitive form in exchange for the global notes if an event of default has occurred with regard to the Skyworks Notes represented by the global notes and has not been cured or waived. In addition, Skyworks may at any time and in its sole discretion determine not to have the Skyworks Notes represented by the global notes and, in that event, will issue Skyworks Notes in definitive form in exchange for the global notes. In any such instance, an owner of a beneficial interest in the global notes will be entitled to physical delivery in definitive form of Skyworks Notes represented by the global notes equal in principal amount to such beneficial interest and to have such Skyworks Notes registered in its name. Skyworks Notes so issued in definitive form will be issued as registered Skyworks Notes in denominations of $2,000 and integral multiples of $1,000 above that amount, unless otherwise specified by Skyworks. Skyworks Notes in definitive form can be transferred by presentation for registration to the registrar at its New York offices and must be duly endorsed by the holder or his attorney duly authorized in writing, or accompanied by a written instrument or instruments of transfer in form satisfactory to Skyworks or the trustee duly executed by the holder or his attorney duly authorized in writing. We may require payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with any exchange or registration of transfer of Skyworks Notes in definitive form.

DTC

The depositary advises as follows:

(1) DTC is:

- a limited-purpose trust company organized under the New York Banking Law,
- a "banking organization" within the meaning of the New York Banking Law,
- a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and
- a "clearing agency" registered pursuant to the provisions of Section 17A of the Exchange Act;

(2) DTC was created to hold securities of its participants and to facilitate the clearance and settlement of securities transactions among its participants in those securities through electronic book-entry changes in accounts of the participants, thereby eliminating the need for physical movement of securities certificates;

(3) DTC's participants include securities brokers and dealers, banks, trust companies, clearing corporations and certain other organizations;

(4) DTC is owned by a number of its participants and by the New York Stock Exchange, Inc., the NYSE Amex LLC and the Financial Industry Regulatory Authority, Inc.; and

(5) Access to DTC's book-entry system is also available to others, such as banks, brokers, dealers and trust companies, that clear through or maintain a custodial relationship with a participant, either directly or indirectly.

The rules applicable to DTC and its participants are on file with the SEC.

The depositary holds securities deposited with it by its participants and facilitates the settlement of transactions among its participants in such securities through electronic computerized book-entry changes in accounts of the participants, thereby eliminating the need for physical movement of securities certificates. The depositary's participants include both U.S. and non-U.S. securities brokers and dealers (including the dealer managers), banks, trust companies, clearing corporations and certain other organizations, some of whom (and/or their representatives) own the depositary. Access to the depositary's book-entry system is also available to others, such as banks, U.S. and non-U.S. brokers, dealers, trust companies, clearing corporations and certain other organizations that clear through or maintain a custodial relationship with a participant, either directly or indirectly.

According to the depositary, the foregoing information with respect to the depositary has been provided to the financial community for informational purposes only and is not intended to serve as a representation, warranty or contract modification of any kind.

Global Clearance and Settlement Procedures

Initial settlement for the Skyworks Notes will be made in same-day U.S. dollar funds. Secondary market trading between DTC participants will occur in the ordinary way in accordance with DTC rules.

Notices

Notices to holders of the Skyworks Notes will be sent to the registered holders, whether the Skyworks Notes are in global or definitive form. So long as the global notes are held on behalf of DTC or any other clearing system, notices to holders of Skyworks Notes represented by a beneficial interest in the global notes may be given by delivery of the relevant notice to DTC or the alternative clearing system, as the case may be.

Euroclear and Clearstream

Investors may hold interests in the Skyworks Notes outside the United States through Euroclear or Clearstream if they are participants in those systems, or indirectly through organizations which are

participants in those systems. Euroclear and Clearstream will hold interests on behalf of their participants through customers' securities accounts in Euroclear's and Clearstream's names on the books of their respective depositaries which in turn will hold such positions in customers' securities accounts in the names of the nominees of the depositaries on the books of DTC. All securities in Euroclear or Clearstream are held on a fungible basis without attribution of specific certificates to specific securities clearance accounts.

The following is based on information furnished by Euroclear or Clearstream, as the case may be.

Euroclear has advised Skyworks that:

(1) It was created in 1968 to hold securities for participants of Euroclear and to clear and settle transactions between Euroclear participants through simultaneous electronic book-entry delivery against payment, thereby eliminating the need for physical movement of certificates and any risk from lack of simultaneous transfers of securities and cash;

(2) Euroclear includes various other services, including securities lending and borrowing and interfaces with domestic markets in several countries;

(3) Euroclear is operated by Euroclear Bank S.A./ N.V., as operator of the Euroclear System (the "Euroclear Operator"), under contract with Euroclear Clearance Systems S.C., a Belgian cooperative corporation (the "Cooperative");

(4) The Euroclear Operator conducts all operations, and all Euroclear securities clearance accounts and Euroclear cash accounts are accounts with the Euroclear Operator, not the Cooperative. The Cooperative establishes policy for Euroclear on behalf of Euroclear participants. Euroclear participants include banks (including central banks), securities brokers and dealers and other professional financial intermediaries and may include the dealer managers of the securities offered by this Prospectus/Offers to Exchange;

(5) Indirect access to Euroclear is also available to other firms that clear through or maintain a custodial relationship with a Euroclear participant, either directly or indirectly;

(6) Securities clearance accounts and cash accounts with the Euroclear Operator are governed by the Terms and Conditions Governing Use of Euroclear and the related Operating Procedures of the Euroclear System, and applicable Belgian law (collectively, the "Terms and Conditions");

(7) The Terms and Conditions govern transfers of securities and cash within Euroclear, withdrawals of securities and cash from Euroclear, and receipts of payments with respect to securities in Euroclear. The Euroclear Operator acts under the Terms and Conditions only on behalf of Euroclear participants, and has no record of or relationship with persons holding through Euroclear participants; and

(8) Distributions with respect to securities held beneficially through Euroclear will be credited to the cash accounts of Euroclear participants in accordance with the Terms and Conditions, to the extent received by the U.S. depositary for Euroclear.

Clearstream has advised Skyworks that:

(9) It is incorporated under the laws of Luxembourg as a professional depositary and holds securities for its participating organizations and facilitates the clearance and settlement of securities transactions between Clearstream participants through electronic book-entry changes in accounts of Clearstream participants, thereby eliminating the need for physical movement of certificates;

(10) Clearstream provides to Clearstream participants, among other things, services for safekeeping, administration, clearance and settlement of internationally traded securities and securities lending and borrowing. Clearstream interfaces with domestic markets in several countries;

(11) As a professional depositary, Clearstream is subject to regulation by the Luxembourg Monetary Institute;

(12) Clearstream participants are recognized financial institutions around the world, including underwriters, securities brokers and dealers, banks, trust companies, clearing corporations and certain other organizations and may include the dealer managers of the securities offered by this Prospectus/Offers to Exchange;

(13) Indirect access to Clearstream is also available to others, such as banks, brokers, dealers and trust companies that clear through or maintain a custodial relationship with a Clearstream participant either directly or indirectly; and

(14) Distributions with respect to the securities held beneficially through Clearstream will be credited to cash accounts of Clearstream participants in accordance with its rules and procedures, to the extent received by the U.S. depositary for Clearstream.

We have provided the following descriptions of the operations and procedures of Euroclear and Clearstream solely as a matter of convenience. These operations and procedures are solely within the control of Euroclear and Clearstream and are subject to change by them from time to time. None of Skyworks, the Dealer Manager, the Skyworks Trustee or the paying agent take any responsibility for these operations or procedures, and you are urged to contact Euroclear or Clearstream or their respective participants directly to discuss these matters.

Secondary market trading between Euroclear participants and Clearstream participants will occur in the ordinary way in accordance with the applicable rules and operating procedures of Euroclear and Clearstream and will be settled using the procedures applicable to conventional eurobonds in immediately available funds.

Cross-market transfers between persons holding directly or indirectly through DTC, on the one hand, and directly or indirectly through Euroclear or Clearstream participants, on the other, will be effected within DTC in accordance with DTC's rules on behalf of the relevant European international clearing system by its U.S. depositary; however, such cross-market transactions will require delivery of instructions to the relevant European international clearing system by the counterparty in such system in accordance with its rules and procedures and within its established deadlines (European time). The relevant European international clearing system will, if the transaction meets its settlement requirements, deliver instructions to its U.S. depositary to take action to effect final settlement on its behalf by delivering or receiving notes in DTC, and making or receiving payment in accordance with normal procedures. Euroclear participants and Clearstream participants may not deliver instructions directly to their respective U.S. depositaries.

Because of time-zone differences, credits of securities received in Euroclear or Clearstream as a result of a transaction with a DTC participant will be made during subsequent securities settlement processing and dated the business day following the DTC settlement date. Such credits, or any transactions in the securities settled during such processing, will be reported to the relevant Euroclear participants or Clearstream participants on that business day. Cash received in Euroclear or Clearstream as a result of sales of securities by or through a Euroclear participant or a Clearstream participant to a DTC participant will be received with value on the business day of settlement in DTC but will be available in the relevant Euroclear or Clearstream cash account only as of the business day following settlement in DTC.

Although DTC, Euroclear and Clearstream have agreed to the foregoing procedures in order to facilitate transfers of securities among participants of DTC, Euroclear and Clearstream, they are under no obligation to perform or continue to perform such procedures and they may discontinue the procedures at any time.

NOTICES TO CERTAIN NON-U.S. HOLDERS

General

No action has been or will be taken in any non-U.S. jurisdiction that would permit a public offering of the Skyworks Notes or the possession, circulation or distribution of this Prospectus/Offers to Exchange or any material relating to us, the Qorvo Notes or the Skyworks Notes in any jurisdiction where action for that purpose is required. Accordingly, the Skyworks Notes offered in the Exchange Offers may not be offered, sold or exchanged, directly or indirectly, and neither this Prospectus/Offers to Exchange nor any other offering material or advertisements in connection with the Exchange Offers may be distributed or published, in or from any such country or jurisdiction, except in compliance with any applicable rules or regulations of any such country or jurisdiction.

This Prospectus/Offers to Exchange does not constitute an offer to buy or sell or a solicitation of an offer to buy or exchange either Qorvo Notes or Skyworks Notes in any jurisdiction in which, or to or from any person to or from whom, it is unlawful to make such offer or solicitation under applicable securities laws or otherwise. The distribution of this Prospectus/Offers to Exchange in certain jurisdictions (including, but not limited to, the European Economic Area, the United Kingdom, Hong Kong, Japan, Singapore, Switzerland, the United Arab Emirates and Canada) may be restricted by law. Persons into whose possession this Prospectus/Offers to Exchange comes are required by the Dealer Manager and the Exchange Agent to inform themselves about, and to observe, any such restrictions. In those jurisdictions where the securities, blue sky or other laws require the Exchange Offers to be made by a licensed broker or dealer and the Dealer Manager or any of its affiliates is a licensed broker or dealer in any such jurisdiction, such Exchange Offers shall be deemed to be made by the Dealer Manager or such affiliate (as the case may be) on our behalf in such jurisdiction.

Notice to Prospective Investors in the European Economic Area

The Skyworks Notes are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the European Economic Area (the "EEA") For these purposes, (A) the expression "retail investor" means a person who is one (or more) of: (i) a retail client as defined in point (11) of Article 4(1) of Directive 2014/65/EU (as amended, "MiFID II"); (ii) a customer within the meaning of Directive (EU) 2016/97 (as amended, the "Insurance Distribution Directive"), where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II; or (iii) not a qualified investor as defined in Regulation (EU) 2017/1129 (as amended, the "Prospectus Regulation"); and (B) the expression "offer" includes the communication in any form and by any means of sufficient information on the terms of the offer and the securities to be offered so as to enable an investor to decide to buy or subscribe for such securities. Consequently, no key information document required by Regulation (EU) No 1286/2014 (as amended, the "PRIIPs Regulation") for offering or selling the Skyworks Notes or otherwise making them available to retail investors in the EEA has been prepared and therefore offering or selling the Skyworks Notes or otherwise making them available to any retail investor in the EEA may be unlawful under the PRIIPs Regulation. This Prospectus/Offers to Exchange has been prepared on the basis that any offer of the Skyworks Notes in any member state of the EEA will be made pursuant to an exemption under the Prospectus Regulation from the requirement to publish a prospectus for offers of Skyworks Notes. This Prospectus/Offers to Exchange is not a prospectus for the purposes of the Prospectus Regulation.

Notice to Prospective Investors in the United Kingdom

The Skyworks Notes are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the United Kingdom ("UK"). For these purposes, (A) the expression "retail investor" means a person who is neither: (i) a "professional client" as defined in point (8) of Article 2(1) of Regulation (EU) No 600/2014 as it forms part of assimilated law in the UK by virtue of the European Union (Withdrawal) Act 2018 (as amended, together with any statutory instruments made in exercise of the powers conferred by such Act, the "EUWA"), nor (ii) a "qualified investor" as defined in paragraph 15 of Schedule 1 to The Public Offers and Admissions to Trading Regulations 2024 (the "UK POATRs"); and (B) the expression "offer" includes the communication in any

form and by any means of sufficient information on the terms of the offer and the securities to be offered so as to enable an investor to decide to buy or subscribe for such securities. Consequently, no key information document required by Regulation (EU) No 1286/2014 as it forms part of assimilated law in the UK by virtue of the EUWA (the "UK PRIIPs Regulation") for offering or selling the Skyworks Notes or otherwise making them available to retail investors in the UK has been prepared, and therefore offering or selling the Skyworks Notes or otherwise making them available to any retail investor in the UK may be unlawful under the UK PRIIPs Regulation. This Prospectus/Offers to Exchange has been prepared on the basis that any offer of the Skyworks Notes in the UK will be made pursuant to an exemption from the prohibition on public offers of relevant securities in the UK POATRs in circumstances not requiring a prospectus pursuant to the UK Financial Conduct Authority (''FCA'') Handbook Admission to Trading on a Regulated Market Sourcebook (''FCAPRM Sourcebook''). This Prospectus/Offers to Exchange is not a prospectus for the purposes of the UK POATRs or the FCA PRM Sourcebook.

In the UK, this Prospectus/Offers to Exchange is only for distribution to, and are only directed at, non-retail investors (being persons who are not retail investors as defined in this section ''Notice to Prospective Investors in the United Kingdom'') who are also: (i) persons having professional experience in matters relating to investments who fall within the definition of "investment professionals" in Article 19(5) of the Financial Services and Markets Act 2000 (Financial Promotion) Order 2005 (as amended, the "Order"); (ii) high net worth bodies corporate, unincorporated associations or partnerships and trustees of high value trusts described in Article 49(2)(a) to (d) ("high net worth companies, unincorporated associations etc.") of the Order; or (iii) persons to whom an invitation or inducement to engage in investment activity (within the meaning of Section 21 of the Financial Services and Markets Act 2000 ("FSMA")) in connection with the issue or sale of any securities may otherwise be lawfully communicated (all such persons together being referred to as "Relevant Persons"). In the UK, any investment or investment activity to which this Prospectus/Offers to Exchange relates is available only to, and will be engaged in only with, Relevant Persons. Any person in the UK that is not a Relevant Person should not act or rely on this Prospectus/Offers to Exchange or any of its contents. This Prospectus/Offers to Exchange and its contents are confidential and should not be distributed, published or reproduced (in whole or in part) or disclosed by any recipients to any other person in the UK.

Notice to Prospective Investors in Hong Kong

This Prospectus/Offers to Exchange has not been approved by or registered with the Securities and Futures Commission of Hong Kong or the Registrar of Companies of Hong Kong. The securities to be sold under this Prospectus/Offers to Exchange may not be offered or sold and will not be offered or sold in Hong Kong, by means of any document, other than (a) to "professional investors" as defined in the Securities and Futures Ordinance (Cap. 571) of Hong Kong (the "SFO") and any rules made under that ordinance; or (b) in circumstances which do not constitute an offer to the public within the meaning of the Companies Ordinance (Cap. 32, Laws of Hong Kong); or (c) in other circumstances which do not result in the document being a "prospectus" as defined in the Companies Ordinance (Cap. 32, Laws of Hong Kong), and no advertisement, invitation or document relating to the Skyworks Notes has been or may be issued or has been or may be in the possession of any person for the purposes of issue, whether in Hong Kong or elsewhere, which is directed at, or the contents of which are likely to be accessed or read by, the public of Hong Kong (except if permitted to do so under the securities laws of Hong Kong) other than with respect to the Skyworks Notes which are or are intended to be disposed of only to persons outside Hong Kong or only to "professional investors" as defined in the SFO and any rules made under that ordinance.

Notice to Prospective Investors in Japan

The Skyworks Notes have not been and will not be registered under the Financial Instruments and Exchange Law of Japan. Accordingly, none of the Skyworks Notes nor any interest therein may be offered or sold, directly or indirectly, in Japan or to, or for the benefit of, any resident of Japan (which term as used herein means any person resident in Japan, including any corporation or other entity organized under the laws of Japan), or to others for re-offering or resale, directly or indirectly, in Japan or to or for the benefit of a resident of Japan, except pursuant to an exemption from the registration requirements of, and otherwise in compliance with, the Financial Instruments and Exchange Law and any other applicable laws, regulations and ministerial guidelines of Japan.

Notice to Prospective Investors in Singapore

This Prospectus/Offers to Exchange has not been registered as a prospectus with the Monetary Authority of Singapore. Accordingly, this Prospectus/Offers to Exchange and any other document or material in connection with the offer or exchange, or invitation for subscription or purchase, of the Skyworks Notes may not be circulated or distributed, nor may the Skyworks Notes be offered or exchanged, or be made the subject of an invitation for subscription or purchase, whether directly or indirectly, to persons in Singapore other than:

- to an institutional investor (as defined in Section 4A of the Securities and Futures Act, Chapter 289 of Singapore (as amended, the "SFA")) pursuant to Section 274 of the SFA;
- to a relevant person (as defined in Section 275(2) of the SFA) pursuant to Section 275(1) of the SFA, or any person pursuant to Section 275(1A) of the SFA, and in accordance with the conditions, specified in Section 275 of the SFA; or
- otherwise pursuant to, and in accordance with the conditions of, any other applicable provision of the SFA.

Where the Skyworks Notes are subscribed for or exchanged for under Section 275 of the SFA by a relevant person that is:

- a corporation (which is not an accredited investor (as defined in Section 4A of the SFA)) the sole business of which is to hold investments and the entire share capital of which is owned by one or more individuals, each of whom is an accredited investor; or
- a trust (where the trustee is not an accredited investor) whose sole purpose is to hold investments and each beneficiary of the trust is an individual who is an accredited investor,

and securities or securities-based derivatives contracts (each term as defined in Section 239(1) of the SFA) of that corporation or the beneficiaries' rights and interest (howsoever described) in that trust shall not be transferred within six months after that corporation or that trust has acquired the Skyworks Notes under Section 275 of the SFA except: (1) to an institutional investor under Section 274 of the SFA or to a relevant person (as defined in Section 275(2) of the SFA), or any person arising from an offer referred to in Section 275(1A) or Section 276(4)(i)(B) of the SFA; (2) where no consideration is or will be given for the transfer; (3) where the transfer is by operation of law; (4) as specified in Section 276(7) of the SFA; or (5) as specified in Regulation 37A of the Securities and Futures (Offers of Investments) (Securities and Securities-based Derivatives Contracts) Regulations 2018.

Singapore SFA Product Classification — Solely for the purposes of its obligations pursuant to sections 309B(1)(a) and 309B(1)(c) of the SFA, Skyworks has determined, and hereby notifies all relevant persons (as defined in Section 309A(1) of the SFA) that the Skyworks Notes are "prescribed capital markets products" (as defined in the Securities and Futures (Capital Markets Products) Regulations 2018) and Excluded Investment Products (as defined in MAS Notice SFA 04-N12: Notice on the Sale of Investment Products and MAS Notice FAA-N16: Notice on Recommendations on Investment Products).

Notice to Prospective Investors in Switzerland

This Prospectus/Offers to Exchange is not intended to constitute an offer or solicitation to purchase or invest in the Skyworks Notes. The Skyworks Notes may not be publicly offered, directly or indirectly, in Switzerland within the meaning of the Swiss Financial Services Act (the "FinSA") and will not be admitted to any trading venue (exchange or multilateral trading facility) in Switzerland. Neither this Prospectus/Offers to Exchange nor any other offering or marketing material relating to the Skyworks Notes constitutes a prospectus as such term is understood pursuant to the FinSA and neither this Prospectus/Offers to Exchange nor other offering or marketing material relating to the Skyworks Notes may be publicly distributed or otherwise made publicly available in Switzerland.

Notice to Prospective Investors in the United Arab Emirates

The Skyworks Notes have not been, and are not being, publicly offered, sold, promoted or advertised in the United Arab Emirates (including the Abu Dhabi Global Market and the Dubai International Financial

Centre) other than in compliance with the laws, regulations and rules of the United Arab Emirates, the Abu Dhabi Global Market and the Dubai International Financial Centre governing the issue, offering and sale of securities. Further, this Prospectus/Offers to Exchange does not constitute a public offer of securities in the United Arab Emirates (including the Abu Dhabi Global Market and the Dubai International Financial Centre) and is not intended to be a public offer. This Prospectus/Offers to Exchange has not been approved by or filed with the Central Bank of the United Arab Emirates, the Securities and Commodities Authority, the Financial Services Regulatory Authority or the Dubai Financial Services Authority.

Notice to Participants in Exchange Offers in Canada

The Skyworks Notes may be issued only to persons acquiring, or deemed to be acquiring, such notes as principal that are accredited investors, as defined in National Instrument 45-106 Prospectus Exemptions or subsection 73.3(1) of the Securities Act (Ontario), and permitted clients, as defined in National Instrument 31-103 Registration Requirements, Exemptions and Ongoing Registrant Obligations. Any resale of the Skyworks Notes must be made in accordance with an exemption from, or in a transaction not subject to, the prospectus requirements of applicable securities laws.

Securities legislation in certain provinces or territories of Canada may provide persons acquiring securities pursuant to this Prospectus/Offers to Exchange with remedies for rescission or damages if this Prospectus/Offers to Exchange (including any amendment thereto) contains a misrepresentation, provided that the remedies for rescission or damages are exercised by the such person within the time limit prescribed by the securities legislation of the such person's province or territory.

Prospective participants in the Exchange Offers in Canada should refer to any applicable provisions of the securities legislation of such person's province or territory for particulars of these rights or consult with a legal advisor.

Pursuant to section 3A.3 of National Instrument 33-105 Underwriting Conflicts ("NI 33-105"), the Dealer Manager is not required to comply with the disclosure requirements of NI 33-105 regarding dealer manager conflicts of interest in connection with the Exchange Offers and Consent Solicitations.

U.S. FEDERAL INCOME TAX CONSIDERATIONS

The following discussion is a summary of U.S. federal income tax considerations generally applicable to the Exchange Offers and Consent Solicitations and to the ownership and disposition of Skyworks Notes acquired pursuant to the Exchange Offers by U.S. Holders and Non-U.S. Holders (as defined below) of Qorvo Notes. The discussion below is based upon the provisions of the Internal Revenue Code of 1986, as amended (the "Code"), applicable Treasury regulations ("Treasury Regulations"), rulings, administrative pronouncements and judicial decisions as of the date hereof, all of which are subject to change or differing interpretations at any time with possible retroactive effect. No assurance can be given that the IRS will agree with the views expressed in this summary, or that a court will not sustain any challenge by the IRS in the event of litigation.

This summary deals only with Qorvo Notes and Skyworks Notes that are held as "capital assets" (generally, property held for investment) within the meaning of Section 1221 of the Code. This discussion does not address the considerations of any alternative or other minimum tax, the Medicare contribution tax on investment income, gift or estate tax or any state, local or non-U.S. tax considerations or any tax considerations other than U.S. federal income tax considerations. In addition, this summary does not address all of the tax considerations that may be relevant to a particular person or to persons subject to special treatment under U.S. federal income tax laws, such as brokers or dealers in securities, commodities or currencies, financial institutions or "financial services entities," banks, thrifts, dealers or traders that elect to use a mark-to-market method of accounting for securities holdings, insurance companies, regulated investment companies, real estate investment trusts, controlled foreign corporations, passive foreign investment companies, expatriates, governmental or tax-exempt entities, persons that hold the Qorvo Notes as part of a hedge, straddle, conversion transaction, constructive sale or other arrangement involving more than one position, U.S. Holders whose functional currency is not the U.S. dollar, investors who received Qorvo Notes as compensation, and holders who validly tender their Qorvo Notes at or prior to the Early Participation Date but validly withdraw such notes after the Early Participation Date, all of whom may be subject to tax rules that differ from those summarized below.

For purposes of this discussion, a "U.S. Holder" is a beneficial owner of Qorvo Notes or Skyworks Notes that is: (a) an individual who is a citizen or resident of the United States for U.S. federal income tax purposes; (b) a corporation (or other business entity treated as a corporation for U.S. federal income tax purposes) created or organized in or under the laws of the United States or any state thereof or the District of Columbia; (c) an estate the income of which is subject to U.S. federal income taxation regardless of its source; or (d) a trust (A) if a court within the United States can exercise primary supervision over its administration, and one or more U.S. persons have the authority to control all of its substantial decisions or (B) that has a valid election in effect under applicable Treasury regulations to be treated as a U.S. person for U.S. federal income tax purposes. For purposes of this discussion, a "Non-U.S. Holder" is a beneficial owner of Qorvo Notes or Skyworks Note that, for U.S. federal income tax purposes, is an individual, corporation, estate or trust and is not a U.S. Holder or a partnership (or other entity treated as a partnership for U.S. federal income tax purposes).

If an entity treated as a partnership for U.S. federal income tax purposes holds Qorvo Notes or Skyworks Notes, the tax treatment of a partner in the entity will generally depend upon the status of the partner and the activities of the entity. A partner in such entity should consult its tax advisor regarding the tax consequences of the Exchange Offers.

THIS SUMMARY OF UNITED STATES FEDERAL INCOME TAX CONSIDERATIONS IS FOR GENERAL INFORMATION PURPOSES ONLY. EACH HOLDER IS URGED TO CONSULT ITS TAX ADVISOR AS TO THE PARTICULAR TAX CONSIDERATIONS TO SUCH HOLDER OF ACQUIRING SKYWORKS NOTES PURSUANT TO THE EXCHANGE OFFERS, THE CONSENT SOLICITATIONS AND THE OWNERSHIP AND DISPOSITION OF SKYWORKS NOTES, INCLUDING THE APPLICABILITY OF UNITED STATES FEDERAL, STATE, OR LOCAL TAX LAWS OR NON-UNITED STATES TAX LAWS.

Consent Payment and Early Participation Premium

There is no published authority directly addressing the U.S. federal income tax treatment of the Consent Payment and Early Participation Premium. Although there is some uncertainty regarding the

treatment of the Consent Payment and Early Participation Premium received by a holder of Qorvo Notes, Skyworks and Qorvo intend to treat (i) to the extent the Exchange Offers do not constitute a "significant modification" for U.S. federal income tax purposes as described below under "— U.S. Federal Income Tax Considerations for U.S.Holders — Exchange of Qorvo Notes Pursuant to the Exchange Offers," the Consent Payment as a separate fee paid to such holder and the Early Participation Premium as additional consideration received by such holder as part of the Exchange Offers and (ii) to the extent the Exchange Offers constitute a significant modification for U.S. federal income tax purposes, the Consent Payment and Early Participation Premium as additional consideration received by such holder as part of the Exchange Offers. Holders should consult their own tax advisors regarding U.S. federal, state, local and non-U.S. income and other tax consequences of the possible receipt of the Consent Payment and Early Participation Premium.

U.S. Federal Income Tax Considerations for U.S. Holders

Exchange of Qorvo Notes Pursuant to the Exchange Offers

General

In general, the exchange or other modification of a debt instrument will constitute an exchange upon which gain or loss may be recognized for U.S. federal income tax purposes if the exchange or other modification is a "significant modification" of the debt instrument, even if no actual exchange of the debt instrument occurs. The exchange or other modification of a debt instrument will generally be considered a significant modification and, as a result, will generally be treated as a deemed exchange for U.S. federal income tax purposes if, based on all the facts and circumstances and taking into account all changes (other than certain specified changes) in the terms of the debt instrument collectively, the legal rights or obligations that are altered, and the degree to which they are altered, are "economically significant."

Although the matter is not free from doubt, Skyworks and Qorvo intend to take the position that (i) with respect to holders of Qorvo Notes that receive the Early Participation Premium in the Exchange Offers, the Exchange Offers would not be expected to constitute a "significant modification" of such Qorvo Notes, and therefore do not result in a deemed exchange of the Qorvo Notes for U.S. federal income tax purposes, and (ii) with respect to holders of Qorvo Notes that do not receive the Early Participation Premium (which would result in a change in yield to such Qorvo Notes), the Exchange Offers would be expected to result in a significant modification of such Qorvo Notes and would be expected to constitute a tax-free exchange for U.S. federal income tax purposes, as further discussed below.

Holders Receiving the Early Participation Premium

Based on the foregoing and subject to the discussions above under "— Consent Payment and Early Participation Premium," U.S. Holders of Qorvo Notes that receive the Early Participation Premium in the Exchange Offers would not be expected to recognize any gain or loss with respect to the Qorvo Notes as a result of the exchange of a Qorvo Note for the corresponding Skyworks Note, and a U.S. Holder would continue to have the same tax basis, holding period and accrued market discount (if any) with respect to the Skyworks Notes as such U.S. Holder had with respect to the corresponding Qorvo Notes immediately prior to the Exchange Offers. There can be no assurance, however, that the IRS will not successfully challenge Skyworks' and Qorvo's position, and there is the possibility that, with respect to holders of Qorvo Notes that receive the Early Participation Premium, the Exchange Offers may be treated as constituting a significant modification of such Qorvo Notes for U.S. federal income tax purposes, in which case the U.S. federal income tax consequences to such holders are those as described below under "— Holders Not Receiving the Early Participation Premium." In light of the uncertainty of the applicable rules, holders of Qorvo Notes that validly tender their Qorvo Notes prior to the Early Participation Date and receive the Early Participation Premium should consult their own tax advisors regarding the risk that the Exchange Offers constitute a significant modification for U.S. federal income tax purposes.

Holders Not Receiving the Early Participation Premium

Subject to the discussions above under "— Consent Payment and Early Participation Premium" and below under "— Ownership and Disposition of Skyworks Notes — Pre-Issuance Accrued Interest," a U.S.

Holder of Qorvo Notes that participates in the Exchange Offers but does not receive the Early Participation Premium in the Exchange Offers would be expected to recognize, if any, gain (but not loss) realized on such Qorvo Notes in an amount equal to the lesser of:

- an amount equal to the excess, if any, of (i) the sum of (a) any cash payment received with respect to such Qorvo Notes and (b) the issue price of the Skyworks Notes received in exchange therefor (as discussed below under "— Issue Price"), over (ii) such U.S. Holder's adjusted tax basis in such Qorvo Notes; or
- an amount equal to any cash payment received with respect to such Qorvo Notes.

Except to the extent that any gain is recharacterized as ordinary income pursuant to the market discount rules discussed below, gain recognized by such an exchanging U.S. Holder should be capital gain and should be long-term capital gain, if, on the Settlement Date, the U.S. Holder's holding period for the Qorvo Notes exceeds one year. The gain calculation (as well as the holding period and tax basis calculations discussed below) should be made separately for each block of Qorvo Notes exchanged, and a loss realized on one block of Qorvo Notes may not be used to offset a gain recognized on another block of Qorvo Notes. In addition, as discussed below under "— Ownership and Disposition of Skyworks Notes — Pre-Issuance Accrued Interest," Skyworks and Qorvo intend to take the position that the accrued and unpaid interest on the Qorvo Notes is deemed received as an offset against a U.S. Holder's obligation to pay for the Pre-Issuance Accrued Interest on the Skyworks Notes and taxable to a U.S. Holder unless previously included in income.

For each block of Qorvo Notes exchanged, a U.S. Holder's holding period for the Skyworks Notes should include such U.S. Holder's holding period for the Qorvo Notes exchanged therefor. Similarly, for each block of Qorvo Notes, the adjusted tax basis in the Skyworks Notes should be equal to the tax basis in the Qorvo Notes exchanged therefor (i) subject to the discussion above under "— Consent Payment and Early Participation Premium," reduced by the cash payment received and (ii) increased by the amount of any gain recognized by such U.S. Holder in the Exchange Offers.

Market Discount

A U.S. Holder that acquired Qorvo Notes other than at their original issuance for less than their stated principal amount will be subject to the market discount rules of the Code. Under such rules, assuming that a U.S. Holder has made no election to amortize the market discount into income on a current basis with respect to any market discount instrument, any gain recognized on the exchange of the Qorvo Notes for Skyworks Notes (subject to a de minimis rule) will generally be characterized as ordinary income to the extent of the accrued market discount on such Qorvo Notes as of the date of the exchange. Any accrued market discount should carry over to the Skyworks Notes received, and any gain recognized by such U.S. Holder upon a subsequent disposition of such Skyworks Notes will be treated as ordinary income to the extent of any accrued market discount not previously included in income.

Issue Price

Subject to the discussion below concerning Pre-Issuance Accrued Interest, the issue price of a Skyworks Note will equal (i) its fair market value on its issue date if such Skyworks Note is considered to be "publicly traded" for United States federal income tax purposes or (ii) the fair market value of the portion of the Qorvo Note tendered for such Skyworks Note if such Qorvo Note, but not such Skyworks Note, is considered to be publicly traded. The Qorvo Notes are considered "publicly traded" for these purposes and, although no assurances can be given in this regard, we believe that the Skyworks Notes are likely to be considered "publicly traded" for these purposes. Accordingly, we believe that the issue price of the Skyworks Notes will be their fair market value on their issue date. If the issue price of the Skyworks Notes is not par, we will provide the issue price of the Skyworks Notes to the trustee for the Skyworks Notes within 90 days after the exchange. Holders may obtain that information from the trustee.

Ownership and Disposition of Skyworks Notes

Pre-Issuance Accrued Interest

As discussed above under "Description of the Exchange Offers and Consent Solicitations — The Exchange Offers," no accrued and unpaid interest on the Qorvo Notes is payable upon acceptance of any

Qorvo Notes in the Exchange Offers, but the first interest payment on the Skyworks Notes will include the accrued and unpaid interest on the Qorvo Notes tendered in exchange therefor (such portion of such interest payment, the "Pre-Issuance Accrued Interest"). With respect to a holder who received Skyworks Notes that are treated as a significant modification of the Qorvo Notes exchanged therefor in the Exchange Offers (as discussed above), such U.S. Holder is required to pay for the Pre-Issuance Accrued Interest, which amount will be deemed to be paid in full with the accrued and unpaid interest on the Qorvo Notes that such holder surrenders in the exchange, as an offset. By tendering a Qorvo Note pursuant to the Exchange Offers, each such U.S. Holder agrees to this treatment for all U.S. federal income tax purposes. Although the law is uncertain, Skyworks and Qorvo intend to take the position that each such U.S. Holder is treated as having paid for the Pre-Issuance Accrued Interest by paying the amount of accrued but unpaid interest on the Qorvo Notes deemed to be received by such U.S. Holder as described above under "— Exchange of Qorvo Notes Pursuant to the Exchange Offers — General." Assuming this treatment is respected, the portion of the first interest payment on the Skyworks Notes equal to the Pre-Issuance Accrued Interest will not be treated as taxable interest income, the issue price of the Skyworks Note will be decreased by such amount, and the payment of the Pre-Issuance Accrued Interest will be ignored in computing the basis and the holding period relating to the Skyworks Notes. U.S. Holders are urged to consult their own tax advisors about the tax treatment of the Pre-Issuance Accrued Interest on the Skyworks Notes and the accrued and unpaid interest on the Qorvo Notes.

Interest, OID and Premium

Subject to the discussion above on Pre-Issuance Accrued Interest, payments of stated interest and, to the extent applicable, any original issue discount ("OID"), as described below, on the Skyworks Notes will generally be included in a U.S. Holder's income as ordinary income at the time that such payments are received or accrued in accordance with such U.S. Holder's usual method of accounting for U.S. federal income tax purposes.

With respect to a holder who received Skyworks Notes that are treated as a significant modification of the Qorvo Notes exchanged therefor in the Exchange Offers (as discussed above), such Skyworks Notes will be issued with OID for U.S. federal income tax purposes if the "stated redemption price at maturity" of the Skyworks Notes (generally, their stated principal amount) exceeds the issue price of the Skyworks Notes by more than a statutorily defined de minimis amount (generally, 0.25% of the principal amount of the Skyworks Notes multiplied by the number of complete years from issuance to maturity). As discussed above under "— Exchange of Qorvo Notes Pursuant to the Exchange Offers — Holders Not Receiving the Early Participation Premium — Issue Price," we expect that the Skyworks Notes will be treated as publicly traded and, therefore, the issue price of the Skyworks Notes will be determined by the fair market value of the Skyworks Notes as of the date of the exchange. Consequently, whether the Skyworks Notes will be issued with OID for U.S. federal income tax purposes is uncertain. If any Skyworks Notes are issued with OID, a U.S. Holder will generally be required to include such OID in income in advance of the receipt of the cash to which the OID is attributable. U.S. Holders should consult their tax advisors regarding the possibility and the particular consequences to them of the Skyworks Notes being issued with OID for U.S. federal income tax purposes.

If a U.S. Holder's tax basis in the Skyworks Notes is greater than the sum of all amounts payable on the Skyworks Notes (other than payments of qualified stated interest), the Skyworks Notes will be treated as acquired with "amortizable bond premium." A U.S. Holder may generally elect to amortize this premium over the remaining term of the note using a constant-yield method. This election, once made, generally applies to all bonds held or subsequently acquired by such holder on or after the first taxable year to which the election applies and may not be revoked without the consent of the Service. A U.S. Holder that elects to amortize bond premium must reduce its tax basis in the Skyworks Notes by the amount of premium amortized. If a U.S. Holder does not elect to amortize bond premium, the amount of bond premium will be included in such holder's tax basis on a taxable disposition of the Skyworks Notes. If any "acquisition premium" exists with respect to the Skyworks Notes and the Skyworks Notes are issued with OID, a U.S. Holder may use such acquisition premium to offset OID inclusions. U.S. Holders should consult their tax advisors as to the U.S. federal income tax considerations to them if the Skyworks Notes are treated as having amortizable bond premium or acquisition premium, including the availability and advisability of electing to amortize bond premium.

Sale or Other Taxable Disposition of the Skyworks Notes

Upon the sale or other taxable disposition of the Skyworks Notes, a U.S. Holder will generally recognize gain or loss equal to the difference between the amount realized on the sale or other taxable disposition (less any amount attributable to accrued but unpaid interest, which will generally be taxable as interest in the manner described above to the extent not previously included in such holder's gross income) and such holder's adjusted tax basis in the Skyworks Notes. A U.S. Holder's adjusted tax basis in the Skyworks Notes will generally be equal to its initial tax basis in the Skyworks Notes (as described above under "— Exchange of Qorvo Notes Pursuant to the Exchange Offers"), increased by, to the extent applicable, the amount of OID and market discount (if any) included in such U.S. Holder's income prior to the disposition of the Skyworks Notes and decreased by any bond premium or acquisition premium previously amortized and by any payments received on the Skyworks Notes other than payments of qualified stated interest. Any gain or loss will generally be capital gain or loss, other than to the extent of any accrued market discount not previously included in income, which will be characterized as ordinary. Any capital gain or loss will be long-term capital gain or loss if, at the time of sale or other taxable disposition, such holder's holding period in the Skyworks Notes exceeds one year. Long-term capital gain recognized by non-corporate U.S. Holders will generally be subject to taxation at a reduced rate. The deductibility of capital losses by U.S. Holders is subject to limitations.

U.S. Federal Income Tax Considerations for Non-U.S. Holders

Exchange of Qorvo Notes Pursuant to the Exchange Offers

As discussed above under "— U.S. Federal Income Tax Considerations for U.S. Holders — Exchange of Qorvo Notes Pursuant to the Exchange Offers", although the matter is not free from doubt, Skyworks and Qorvo intend to take the position that, with respect to holders of Qorvo Notes that receive the Early Participation Premium, the Exchange Offers do not constitute a "significant modification" of such Qorvo Notes, and therefore do not result in a deemed exchange of the Qorvo Notes for U.S. federal income tax purposes. Based on the foregoing and subject to the discussions above under "— Consent Payment and Early Participation Premium," Non-U.S. Holders will not recognize any gain or loss with respect to the Qorvo Notes as a result of the exchange of a Qorvo Note for the corresponding Skyworks Note, and a Non-U.S. Holder will continue to have the same tax basis, holding period and accrued market discount (if any) with respect to the Skyworks Notes as such Non-U.S. Holder had with respect to the corresponding Qorvo Notes immediately prior to the Exchange Offers. As discussed above, there is the possibility that, with respect to holders of Qorvo Notes that receive the Early Participation Premium, the Exchange Offers may be treated as constituting a significant modification of such Qorvo Notes for U.S. federal income tax purposes, in which case the U.S. federal income tax consequences to such holders are those as described below with respect to holders of Qorvo Notes who do not receive the Early Participation Premium.

Subject to the discussions above under "— Consent Payment and Early Participation Premium," a Non-U.S. Holder that does not receive the Early Participation Premium will generally not be subject to U.S. federal income tax on any gain realized in the exchange of Qorvo Notes pursuant to the Exchange Offers unless (i) the gain is effectively connected with the Non-U.S. Holder's conduct of a trade or business within the United States (and, if required by an applicable income tax treaty, is attributable to a United States permanent establishment of the Non-U.S. Holder) or (ii) the Non-U.S. Holder is an individual who is present in the United States for 183 days or more in the taxable year of the exchange and certain other conditions are met. In the case of gain recognized on the exchange of Qorvo Notes pursuant to the Exchange Offers (as described above in "— U.S. Federal Income Tax Considerations for U.S. Holders — Exchange of Qorvo Notes Pursuant to the Exchange Offers"), an individual Non-U.S. Holder described in clause (i) of the preceding sentence will generally be subject to tax on such gain under regular graduated U.S. federal income tax rates. A corporate Non-U.S. Holder described in clause (i) above will generally be subject to tax on such gain in the same manner as if it were a "United States person" as defined under the Code, and may also be subject to a branch profits tax equal to 30% of its "effectively connected earnings and profits" (or a lower rate specified in an applicable income tax treaty). An individual Non-U.S. Holder described in clause (ii) above will generally be subject to a flat 30% tax on such gain, which may be offset by United States source capital losses in certain circumstances.

Ownership and Disposition of Skyworks Notes

Stated Interest and OID

A Non-U.S. Holder will generally not be subject to U.S. federal income or withholding tax on payments of interest or OID (if any) on the Skyworks Notes or on the accrued and unpaid interest on the Qorvo Notes that is deemed received at the time of the Exchange Offers (as described above in "— U.S. Federal Income Tax Considerations for U.S. Holders — Ownership and Disposition of Skyworks Notes — Pre-Issuance Accrued Interest"), provided that (i) such interest or OID is not effectively connected with the Non-U.S. Holder's conduct of a trade or business within the United States (and, if required by an applicable income tax treaty, is not attributable to a United States permanent establishment of the Non-U.S. Holder), (ii) the Non-U.S. Holder does not actually or constructively own 10% or more of the total combined voting power of all classes of our voting stock, (iii) the Non- U.S. Holder is not a "controlled foreign corporation" related to us directly or constructively through stock ownership and (iv) the Non-U.S. Holder satisfies certain certification requirements. Such certification requirements will generally be met if the Non-U.S. Holder provides its name and address and certifies on IRS Form W-8BEN or W- 8BEN-E (or a substantially similar form), under penalties of perjury, that it is not a U.S. person and that no withholding is required pursuant to FATCA (discussed below). Special procedures apply to payments to qualified foreign intermediaries and certain financial institutions that hold customers' securities in the ordinary course of their trade or business.

If interest on the notes is not effectively connected with the conduct of a trade or business in the United States by a Non-U.S. Holder but such Non-U.S. Holder cannot satisfy the other requirements outlined in the preceding paragraph, interest on the notes will generally be subject to U.S. federal withholding tax (currently imposed at a 30% rate), unless the withholding tax rate is reduced or eliminated by an applicable income tax treaty, and such Non-U.S. Holder is a qualified resident of the treaty country and complies with certain certification requirements.

If interest on the notes is effectively connected with the conduct of a trade or business within the United States by a Non-U.S. Holder and, if certain tax treaties apply, such interest is attributable to a permanent establishment or fixed base within the United States, then the Non-U.S. Holder will generally be subject to U.S. federal income tax on the receipt or accrual of such interest on a net income basis in the same manner as if such holder were a U.S. person and, in the case of a Non-U.S. Holder that is a foreign corporation, may also be subject to an additional branch profits tax (currently imposed at a rate of 30%, or a lower applicable treaty rate) on its effectively connected earnings and profits for the taxable year, subject to adjustments. Any such interest will not also be subject to U.S. federal withholding tax, however, if the Non-U.S. Holder delivers to the applicable withholding agent a properly executed IRS Form W-8ECI in order to claim an exemption from U.S. federal withholding tax.

Sale or Other Taxable Disposition of the Skyworks Notes

In general, any gain realized on a sale, redemption, or other disposition of Skyworks Notes by a Non-U.S. Holder will not be subject to U.S. federal income tax unless (i) the gain is effectively connected with the Non-U.S. Holder's conduct of a trade or business within the United States (and, if required by an applicable income tax treaty, is attributable to a United States permanent establishment of the Non-U.S. Holder) or (ii) the Non-U.S. Holder is an individual who is present in the United States for 183 days or more in the taxable year of that disposition and certain other conditions are met. Certain U.S. federal income tax rules applicable to Non-U.S. Holders described in (i) or (ii) of the preceding sentence are described above in "— Exchange of Qorvo Notes Pursuant to the Exchange Offers." Any amounts received by a Non-U.S. Holder that are attributable to accrued and unpaid interest would generally be subject to the rules described above in "— Stated Interest and OID."

Foreign Account Tax Compliance Act

Pursuant to Sections 1471 through 1474 of the Code (such provisions commonly known as "FATCA"), withholding at a rate of 30% is generally required in certain circumstances on interest in respect of Skyworks Notes held by or through certain foreign financial institutions (including investment funds), unless such institution (i) enters into, and complies with, an agreement with the Service to report, on an annual basis,

information with respect to interests in, and accounts maintained by, the institution that are owned by certain U.S. persons and by certain non-U.S. entities that are wholly or partially owned by U.S. persons and to withhold on certain payments or (ii) if required under an intergovernmental agreement between the United States and an applicable foreign country, reports such information to its local tax authority, which may exchange such information with the U.S. authorities. An intergovernmental agreement between the United States and an applicable foreign country, or other guidance, may modify these requirements. Accordingly, the entity through which each Skyworks Note is held will affect the determination of whether such withholding is required. Similarly, in certain circumstances, interest in respect of Skyworks Notes held by an investor that is a non-financial non-U.S. entity that does not qualify under certain exemptions will generally be subject to withholding at a rate of 30%, unless such entity either (i) certifies that such entity does not have any "substantial United States owners" or (ii) provides certain information regarding the entity's "substantial United States owners," which will in turn be provided to the IRS.

Non-U.S. Holders should consult their own tax advisors regarding the possible implications of these rules on the ownership and disposition of Skyworks Notes in light of their particular circumstances.

Treatment of Holders of Qorvo Notes That Do Not Exchange Their Qorvo Notes for Skyworks Notes

Assuming the Proposed Amendments are adopted, the U.S. federal income tax treatment of holders who do not tender their Qorvo Notes pursuant to the Exchange Offers and Consent Solicitations will depend upon whether the adoption of the Proposed Amendments results in a deemed exchange of such Qorvo Notes for U.S. federal income tax purposes to such non-tendering holders. As discussed above under "— U.S. Federal Income Tax Considerations for U.S. Holders — Exchange of Qorvo Notes Pursuant to the Exchange Offers," in general, the modification of a debt instrument will result in a deemed exchange (upon which gain or loss may be realized) of an "old" debt instrument for a "new" debt instrument if such modification is "significant" within the meaning of applicable Treasury Regulations, even if no actual exchange of the debt instrument occurs. Under the applicable Treasury Regulations, a modification of a debt instrument that adds, deletes or alters customary accounting or financial covenants is not a significant modification. The Treasury Regulations also provide that the release of a guarantor is not a significant modification if the modification does not result in a change in payment expectations. Similarly, the substitution of a new obligor is not a significant modification if, among other things, the new obligor is the "acquiring corporation" in a transaction that qualifies as a "reorganization" under the Code and the modification does not result in a change of payment expectations. If adoption of the Proposed Amendments does not constitute a significant modification of the Qorvo Notes, then non-tendering holders should not recognize gain or loss as a result of the adoption of the Proposed Amendments. Although the matter is not free from doubt, Skyworks and Qorvo intend to treat the adoption of the Proposed Amendments as not constituting a significant modification to the terms of the Qorvo Notes with respect to non-tendering holders. There can be no assurance, however, that the IRS will not successfully challenge Skyworks' and Qorvo's position.

In light of the uncertainty of the applicable rules, non-tendering holders should consult their own tax advisors regarding the risk that adoption of the Proposed Amendments constitutes a significant modification for U.S. federal income tax purposes, the U.S. federal income tax consequences to them if the Proposed Amendments are so treated, the characterization of the "old" Qorvo Notes and "new" Qorvo Notes as "securities" for U.S. federal income tax purposes and the U.S. federal income tax consequences of continuing to hold Qorvo Notes after the adoption of the Proposed Amendments**.**

LEGAL MATTERS

Certain legal matters in connection with the Exchange Offers will be passed upon for Skyworks by Skadden, Arps, Slate, Meagher & Flom LLP and will be passed upon for the Dealer Manager by Cravath, Swaine & Moore LLP. Certain legal matters relating to the supplemental indenture effectuating the Proposed Amendments to the Qorvo Indentures will be passed upon by Davis Polk & Wardwell LLP.

EXPERTS

The consolidated financial statements of Skyworks Solutions, Inc. as of October 3, 2025 and September 27, 2024, and for each of the years in the three year fiscal period ended October 3, 2025, and management's assessment of the effectiveness of internal control over financial reporting as of October 3, 2025, have been incorporated by reference herein in reliance upon the report of KPMG LLP, independent registered public accounting firm, incorporated by reference herein, and upon the authority of said firm as experts in accounting and auditing.

The consolidated financial statements of Qorvo, Inc. and subsidiaries as of March 28, 2026 and March 29, 2025 and for each of the three years in the period ended March 28, 2026, appearing in Skyworks Solutions, Inc.'s Current Report on Form 8-K filed on May 20, 2026, and the effectiveness of Qorvo, Inc. and subsidiaries' internal control over financial reporting as of March 28, 2026, have been audited by Ernst & Young LLP, independent registered public accounting firm, as set forth in their reports thereon, included therein, and incorporated herein by reference. Such consolidated financial statements are incorporated herein by reference in reliance upon such reports given on the authority of such firm as experts in accounting and auditing.

WHERE YOU CAN FIND MORE INFORMATION AND INCORPORATION BY REFERENCE

Skyworks files annual, quarterly and current reports, proxy statements and other information with the SEC. The SEC filings of Skyworks are available to the public at the SEC website at www.sec.gov. In addition, you may obtain free copies of the documents Skyworks files with the SEC, including this Prospectus/Offers to Exchange, by going to Skyworks' website at http://www.skyworksinc.com. The website address of Skyworks is provided as inactive textual references only. The information provided on the website of Skyworks, other than copies of the documents listed below that have been filed with the SEC, is not part of this Prospectus/Offers to Exchange and, therefore, is not incorporated herein by reference.

Skyworks has filed with the SEC a registration statement on Form S-4 of which this Prospectus/Offers to Exchange forms a part, including amendments and exhibits, with respect to the Skyworks Notes to be issued in the Exchange Offers. This Prospectus/Offers to Exchange does not contain all of the information set forth in the registration statement, certain parts of which are omitted in accordance with the rules and regulations of the SEC. Statements made in this Prospectus/Offers to Exchange as to the contents of any contract, agreement or other document are not necessarily complete, and where any such contract, agreement or other document is an exhibit to the registration statement, each such statement is qualified in all respects by the provisions of such exhibit, to which reference is now made. For further information regarding Skyworks and the Skyworks Notes, please refer to the registration statement, including its exhibits.

Incorporation by Reference

The SEC allows Skyworks to "incorporate by reference" into this Prospectus/Offers to Exchange the information it files with the SEC, including certain information required to be included in this Prospectus/Offers to Exchange. This means that important information can be disclosed to you by referring you to another document filed separately with the SEC. The information incorporated by reference is deemed to be part of this Prospectus/Offers to Exchange, except for any information superseded by information contained directly in this Prospectus/Offers to Exchange or in later filed documents incorporated by reference into this Prospectus/Offers to Exchange. This Prospectus/Offers to Exchange incorporates by reference the documents set forth below that Skyworks has previously filed with the SEC as well as (i) all future annual reports of Skyworks on Form 10-K, (ii) all future Quarterly Reports of Skyworks on Form 10-Q and (iii) all future current reports of Skyworks on Form 8-K, in each case, that Skyworks files with the SEC pursuant to Section 13(a), 13(c), 14 or 15(d) of the Exchange Act, until the Exchange Offers and Consent Solicitations are completed (other than, in each case, those documents, or the portions of those documents or exhibits thereto, deemed to be furnished and not filed in accordance with SEC rules). These documents contain important information about Skyworks and its financial performance that is not included in or delivered with this Prospectus/Offers to Exchange.

- Skyworks' Annual Report on Form 10-K for the fiscal year ended October 3, 2025, filed with the SEC on November 7, 2025, and the Amendment No. 1 to the Annual Report on Form 10-K, filed with the SEC on January 30, 2026;
- Skyworks' Quarterly Reports on Form 10-Q for the fiscal quarters ended January 2, 2026 and April 3, 2026, filed with the SEC on February 5, 2026 and May 5, 2026, respectively;
- Skyworks' Current Reports on Form 8-K filed with the SEC on October 28, 2025, November 14, 2025, November 24, 2025, December 12, 2025, January 30, 2026, February 3, 2026, February 11, 2026, May 5, 2026, May 19, 2026 and May 20, 2026 (in each case, other than information furnished rather than filed); and
- Skyworks' definitive proxy statement on Schedule 14A filed with the SEC on April 3, 2026.

Skyworks has supplied all information contained in or incorporated by reference into this Prospectus/Offers to Exchange relating to Skyworks, as well as all pro forma financial information.

Documents incorporated by reference are available from Skyworks, without charge, excluding any exhibits to those documents, unless the exhibit is specifically incorporated by reference into this Prospectus/Offers to Exchange. You may obtain these documents incorporated by reference by requesting them in writing or by telephone from Skyworks at the following address and telephone number:

Skyworks Solutions, Inc.
5260 California Avenue
Irvine, CA 92617
Attention: Corporate Secretary
Telephone: (949) 231-3000.

Skyworks has not authorized anyone to provide you with information that is different from what is contained in this Prospectus/Offers to Exchange. The information contained in this Prospectus/Offers to Exchange speaks only as of the date of this Prospectus/Offers to Exchange unless the information specifically indicates that another date applies. You should not assume that the information in it is accurate as of any date other than that date.

The Exchange Agent and Information Agent for the Exchange Offers and Consent Solicitations is:

Global Bondholder Services Corporation

By Regular, Registered or Certified Mail,
By Overnight Courier or By Hand

By Facsimile	65 Broadway — Suite 404	Banks and Brokers Call:
(For Eligible Institutions only)	New York, New York 10006	(212) 430-3774
(212) 430-3775	Attention: Corporate Actions	All Others Call Toll-Free:
Attention: Corporate Actions		(855) 654-2015
		Email: contact@gbsc-usa.com

Any questions or requests for assistance may be directed to Goldman Sachs & Co. LLC, or the Information Agent at the addresses and telephone numbers set forth below. Requests for additional copies of this Prospectus/Offers to Exchange may be directed to the Information Agent. Holders may also contact their broker, dealer, commercial bank, trust company or other nominee for assistance concerning the Exchange Offers and Consent Solicitations.

The Information Agent for the Exchange Offers and Consent Solicitations is:

Global Bondholder Services Corporation
65 Broadway — Suite 404
New York, New York 10006
Banks and Brokers Call Collect: (212) 430-3774
All Others Call Toll-Free: (855) 654-2015

The Dealer Manager for the Exchange Offers and the sole Solicitation Agent for the Consent Solicitations is:

Goldman Sachs & Co. LLC
200 West Street
New York, New York 10282
Attn: Liability Management Group
Collect: (212) 357-1452
Toll-Free: (800) 828-3182

PART II

INFORMATION NOT REQUIRED IN PROSPECTUS

Item 20. Indemnification of Directors and Officers.

Section 102 of the DGCL allows a corporation to eliminate the personal liability of directors of a corporation to the corporation or its stockholders for monetary damages for a breach of fiduciary duty as a director, except where the director breached his duty of loyalty, failed to act in good faith, engaged in intentional misconduct or knowingly violated a law, authorized the payment of a dividend or approved a stock repurchase in violation of Delaware corporate law or obtained an improper personal benefit. Skyworks has included such a provision in Article Seventh of the Skyworks Certificate of Incorporation.

In addition, Article Fourteenth of the Skyworks Certificate of Incorporation provides that to the fullest extent permitted by law, no officer of Skyworks shall be liable to Skyworks or its stockholders for monetary damages for breach of fiduciary duty as an officer, except for liability (a) for any breach of the officer's duty of loyalty to Skyworks or its stockholders, (b) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (c) for any transaction from which the officer derived an improper personal benefit or (d) for any action by or in the right of Skyworks.

Section 145 of the DGCL provides that a corporation has the power to indemnify a director, officer, employee or agent of the corporation and certain other persons serving at the request of the corporation in related capacities against amounts paid and expenses incurred in connection with an action or proceeding to which he is or is threatened to be made a party by reason of such position, if such person shall have acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the corporation, and, in any criminal proceeding, if such person had no reasonable cause to believe his conduct was unlawful; provided that, in the case of actions brought by or in the right of the corporation, no indemnification shall be made with respect to any matter as to which such person shall have been adjudged to be liable to the corporation unless and only to the extent that the adjudicating court determines that such indemnification is proper under the circumstances.

Article III, Section 14 of the Skyworks Bylaws provides that a director or officer of Skyworks:

A. shall be indemnified by Skyworks against all expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred in any action, suit or proceeding (other than an action by or in the right of Skyworks) brought against such person by virtue of his or her position as a director or officer of Skyworks if such person acted in good faith and in a manner such person reasonably believed to be in or not opposed to the best interests of Skyworks, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his or her conduct was unlawful; and

B. shall be indemnified by Skyworks against all expenses (including attorneys' fees) actually and reasonably incurred in connection with the defense or settlement of any action or suit by or in the right of Skyworks brought against such person by virtue of his or her position as a director or officer of Skyworks if such person acted in good faith and in a manner such person reasonably believed to be in or not opposed to the best interests of Skyworks, other than with respect to any claim, issue or matter as to which such person shall have been adjudged to be liable to Skyworks unless the Court of Chancery of Delaware or the court in which such action or suit was brought shall determine that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses.

In addition, Article III, Section 14 of the Skyworks Bylaws provides that to the extent a director or officer has been successful, on the merits or otherwise, in defense of any action, suit or proceeding referred to in paragraphs A and B above, such person shall be indemnified by Skyworks against expenses (including attorneys' fees) actually and reasonably incurred. Expenses will be advanced to a director or officer at such person's request; provided that he or she undertakes to repay the amount received if it is ultimately determined that he or she is not entitled to indemnification for such expenses.

Skyworks has purchased directors' and officers' liability insurance which would indemnify its directors and officers against damages arising out of certain kinds of claims that might be made against them based on their negligent acts or omissions while acting in their capacity as such.

Item 21. Exhibits and Financial Statement Schedules.

Exhibit No.	Exhibit Description	Incorporated by Reference			Filed Herewith
		Form	Date	Number	
2.1	Agreement and Plan of Merger, dated as of July 28, 2025, by and among Skyworks, Merger Sub I, Merger Sub II, and Qorvo^	8-K	10/28/2025	2.1	
3.1	Restated Certificate of Incorporation of Skyworks, as amended	10-K	10/3/2025	3.1	
3.2	Fourth Amended and Restated By-laws of Skyworks	8-K	5/12/2023	3.2	
4.1	Form of Indenture between Skyworks and U.S. Bank Trust Company, National Association, as trustee				X
4.2	Form of First Supplemental Indenture between Skyworks and U.S. Bank Trust Company, National Association, as trustee, relating to the 4.375% Senior Notes due 2029				X
4.3	Form of Global 4.375% Senior Note due 2029 (included in Exhibit 4.2)				X
4.4	Form of Second Supplemental Indenture between Skyworks and U.S. Bank Trust Company, National Association, as trustee, relating to the 3.375% Senior Notes due 2031				X
4.5	Form of Global 3.375% Senior Note due 2031 (included in Exhibit 4.4)				X
4.6	Indenture, dated as of May 26, 2021, by and between the Company and U.S. Bank National Association	8-K	5/26/2021	4.1	
4.7	Second Supplemental Indenture, dated as of May 26, 2021, by and between the Company and U.S. Bank National Association	8-K	5/26/2021	4.3	
4.8	Third Supplemental Indenture, dated as of May 26, 2021, by and between the Company and U.S. Bank National Association	8-K	5/26/2021	4.4	
4.9	Indenture, dated as of September 30, 2019, among Qorvo, Inc., the Guarantors party thereto and Computershare Trust Company, N.A., as Successor Trustee to MUFG Union Bank, N.A.				X
4.10	Supplemental Indenture, dated as of December 20, 2019, among Qorvo, Inc., the Guarantors party thereto and Computershare Trust Company, N.A., as Successor Trustee to MUFG Union Bank, N.A.				X
4.11	Second Supplemental Indenture, dated as of June 11, 2020, among Qorvo, Inc., the Guarantors party thereto and Computershare Trust Company, N.A., as Successor Trustee to MUFG Union Bank, N.A.				X
4.12	Form of Third Supplemental Indenture, among Qorvo, Inc., the Guarantors party thereto and Computershare Trust Company, N.A., as Successor Trustee to MUFG Union Bank, N.A.				X

Exhibit No.	Exhibit Description	Incorporated by Reference			Filed Herewith
		Form	Date	Number	
4.13	Indenture, dated as of September 29, 2020, among Qorvo, Inc., the Guarantors and Computershare Trust Company, N.A., as Successor Trustee to MUFG Union Bank, N.A.				X
4.14	Form of First Supplemental Indenture, among Qorvo, Inc., the Guarantors party thereto and Computershare Trust Company, N.A., as Successor Trustee to MUFG Union Bank, N.A.				X
5.1	Opinion of Skadden, Arps, Slate, Meagher & Flom LLP				X
23.1	Consent of Skadden, Arps, Slate, Meagher & Flom LLP (included in Exhibit 5.1)				X
23.2	Consent of KPMG LLP, independent registered public accounting firm of Skyworks				X
23.3	Consent of Ernst & Young LLP, independent registered public accounting firm of Qorvo				X
24.1	Power of Attorney (included on the signature page of this registration statement and incorporated herein by reference)				X
25.1	Statement of Eligibility on Form T-1 of trustee under the Indenture.				X
107	Filing Fee Table				X

^ Schedules (or similar attachments) have been omitted pursuant to Item 601(a)(5) of Regulation S-K. The registrant hereby undertakes to furnish supplemental copies of any of the omitted schedules (or similar attachments) upon request by the SEC; provided that the registrant may request confidential treatment pursuant to Rule 24b-2 of the Exchange Act for any schedules (or similar attachments) so furnished.

Item 22. Undertakings.

The following undertakings are made by each of the undersigned registrants:

(a) The undersigned registrant hereby undertakes:

(1) To file, during any period in which offers or sales are being made, a post-effective amendment to this registration statement:

(i) To include any prospectus required by Section 10(a)(3) of the Securities Act of 1933;

(ii) To reflect in the prospectus any facts or events arising after the effective date of the registration statement (or the most recent post-effective amendment thereof) which, individually or in the aggregate, represent a fundamental change in the information set forth in the registration statement. Notwithstanding the foregoing, any increase or decrease in volume of securities offered (if the total dollar value of securities offered would not exceed that which was registered) and any deviation from the low or high end of the estimated maximum offering range may be reflected in the form of prospectus filed with the Commission pursuant to Rule 424(b) if, in the aggregate, the changes in volume and price represent no more than a 20% change in the maximum aggregate offering price set forth in the "Calculation of Filing Fee Tables" or "Calculation of Registration Fee" table, as applicable, in the effective registration statement; and

(iii) To include any material information with respect to the plan of distribution not previously disclosed in the registration statement or any material change to such information in the registration statement.

(2) That, for the purpose of determining any liability under the Securities Act of 1933, each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

(3) To remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the offering.

(4) That, for the purpose of determining liability under the Securities Act of 1933 to any purchaser, each prospectus filed pursuant to Rule 424(b) as part of a registration statement relating to an offering, other than registration statements relying on Rule 430B or other than prospectuses filed in reliance on Rule 430A, shall be deemed to be part of and included in the registration statement as of the date it is first used after effectiveness. Provided, however, that no statement made in a registration statement or prospectus that is part of the registration statement or made in a document incorporated or deemed incorporated by reference into the registration statement or prospectus that is part of the registration statement will, as to a purchaser with a time of contract of sale prior to such first use, supersede or modify any statement that was made in the registration statement or prospectus that was part of the registration statement or made in any such document immediately prior to such date of first use.

(5) That, for the purpose of determining liability of the registrant under the Securities Act of 1933 to any purchaser in the initial distribution of the securities, the undersigned registrant undertakes that in a primary offering of securities of the undersigned registrant pursuant to this registration statement, regardless of the underwriting method used to sell the securities to the purchaser, if the securities are offered or sold to such purchaser by means of any of the following communications, the undersigned registrant will be a seller to the purchaser and will be considered to offer or sell such securities to such purchaser:

(i) Any preliminary prospectus or prospectus of the undersigned registrant relating to the offering required to be filed pursuant to Rule 424;

(ii) Any free writing prospectus relating to the offering prepared by or on behalf of the undersigned registrant or used or referred to by the undersigned registrant;

(iii) The portion of any other free writing prospectus relating to the offering containing material information about the undersigned registrant or its securities provided by or on behalf of the undersigned registrant; and

(iv) Any other communication that is an offer in the offering made by the undersigned registrant to the purchaser.

(b) The undersigned registrant hereby undertakes that, for purposes of determining any liability under the Securities Act of 1933, each filing of the registrant's annual report pursuant to section 13(a) or section 15(d) of the Securities Exchange Act of 1934 (and, where applicable, each filing of an employee benefit plan's annual report pursuant to section 15(d) of the Securities Exchange Act of 1934) that is incorporated by reference in the registration statement shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

(c)

(1) The undersigned registrant hereby undertakes as follows: that prior to any public reoffering of the securities registered hereunder through use of a prospectus which is a part of this registration statement, by any person or party who is deemed to be an underwriter within the meaning of Rule 145(c), the issuer undertakes that such reoffering prospectus will contain the information called for by the applicable registration form with respect to reofferings by persons who may be deemed underwriters, in addition to the information called for by the other Items of the applicable form.

(2) The registrant undertakes that every prospectus (i) that is filed pursuant to paragraph (1) immediately preceding or (ii) that purports to meet the requirements of section 10(a)(3) of the Act and

is used in connection with an offering of securities subject to Rule 415, will be filed as a part of an amendment to the registration statement and will not be used until such amendment is effective, and that, for purposes of determining any liability under the Securities Act of 1933, each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

(d) Insofar as indemnification for liabilities arising under the Securities Act of 1933 may be permitted to directors, officers, and controlling persons of the registrant pursuant to the foregoing provisions, or otherwise, the registrant has been advised that in the opinion of the Securities and Exchange Commission such indemnification is against public policy as expressed in the Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the registrant of expenses incurred or paid by a director, officer, or controlling person of the registrant in the successful defense of any action, suit, or proceeding) is asserted by such director, officer, or controlling person in connection with the securities being registered, the registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Act and will be governed by the final adjudication of such issue.

(e) The undersigned registrant hereby undertakes to respond to requests for information that is incorporated by reference into the prospectus pursuant to Items 4, 10(b), 11, or 13 of this form, within one (1) business day of receipt of such request, and to send the incorporated documents by first class mail or other equally prompt means. This includes information contained in documents filed subsequent to the effective date of the registration statement through the date of responding to the request.

(f) The undersigned registrant hereby undertakes to supply by means of a post-effective amendment all information concerning a transaction, and the company being acquired involved therein, that was not the subject of and included in the registration statement when it became effective.

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrant has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized in the City of Irvine, State of California, on May 20, 2026.

SKYWORKS SOLUTIONS, INC.

By: /s/ Philip G. Brace

Name: Philip G. Brace
Title: President and Chief Executive Officer

POWER OF ATTORNEY AND SIGNATURES

We, the undersigned officers and directors of Skyworks Solutions, Inc., hereby severally constitute and appoint Philip G. Brace and Philip Carter and each of them singly, our true and lawful attorneys with full power to them, and each of them singly, to sign for us in our names in the capacities indicated below, the registration statement on Form S-4 filed herewith and any and all subsequent amendments to said registration statement, and generally to do all things in our names and on our behalf in such capacities to enable Skyworks Solutions, Inc. to comply with the provisions of the Securities Act of 1933, as amended, and all requirements of the Securities and Exchange Commission hereby ratifying and confirming our signatures as they may be signed by our said attorneys, or any one of them, to said registration statement and any and all amendments thereto.

Signature	Title	Date
/s/ Philip G. Brace Philip G. Brace	President; Chief Executive Officer, and Director (Principal Executive Officer)	May 20, 2026
/s/ Philip Carter Philip Carter	Chief Financial Officer and Senior Vice President (Principal Financial and Accounting Officer)	May 20, 2026
/s/ Christine King Christine King	Director, Chairman of the Board	May 20, 2026
/s/ Alan S. Batey Alan S. Batey	Director	May 20, 2026
/s/ Kevin L. Beebe Kevin L. Beebe	Director	May 20, 2026
/s/ Eric J. Guerin Eric J. Guerin	Director	May 20, 2026
/s/ Suzanne E. McBride Suzanne E. McBride	Director	May 20, 2026
/s/ David P. McGlade David P. McGlade	Director	May 20, 2026
/s/ Robert A. Schriesheim Robert A. Schriesheim	Director	May 20, 2026
/s/ Maryann Turcke Maryann Turcke	Director	May 20, 2026

Exhibit 4.1

SKYWORKS SOLUTIONS, INC.
(as Issuer)
and
U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION
(as Trustee)
Indenture
Dated as of [●], 20[●]
DEBT SECURITIES

SKYWORKS SOLUTIONS, INC.
RECONCILIATION AND TIE BETWEEN TRUST INDENTURE ACT OF 1939
AND INDENTURE, DATED AS OF [●], 20[●]

Section of Trust Indenture Act of 1939	Section(s) of Indenture
Section 310(a)(1)	Section 5.09
(a)(2)	Section 5.09
(a)(3)	Not Applicable
(a)(4)	Not Applicable
(a)(5)	Section 5.09
(b)	Section 5.08
Section 311(a)	Section 5.13
(b)	Section 5.13
(c)	Not Applicable
Section 312(a)	Section 6.01
(b)	Section 6.02
(c)	Section 6.02
Section 313(a)	Section 6.03
(b)	Section 6.03
(c)	Section 6.03
(d)	Section 6.03
Section 314(a)	Section 6.04 Section 6.05
(b)	Not Applicable
(c)(1)	Section 1.02 Section 6.04
(c)(2)	Section 1.02 Section 6.04
(c)(3)	Not Applicable
(d)	Not Applicable
(e)	Section 1.02
Section 315(a)	Section 5.01
(b)	Section 5.02
(c)	Section 5.01
(d)	Section 5.01
(e)	Section 4.14
Section 316(a)(1)(A)	Section 4.12
(a)(1)(B)	Section 4.13
(a)(2)	Not Applicable
(b)	Section 4.08
Section 317(a)(1)	Section 4.03
(a)(2)	Section 4.04
(b)	Section 9.03
Section 318(a)	Section 1.07

Note: This reconciliation and tie shall not, for any purpose, be deemed to be a part of this Indenture.

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ARTICLE IV
REMEDIES

ARTICLE V
THE TRUSTEE

ARTICLE VI
HOLDERS' LISTS AND REPORTS BY TRUSTEE AND ISSUER

THIS INDENTURE, between Skyworks Solutions, Inc., a Delaware corporation (the "Issuer") having its principal office at 5260 California Avenue, Irvine, California 92617, and U.S. Bank Trust Company, National Association, as trustee (the "Trustee") is made and entered into as of this [●] day of [●], 20[●].

RECITALS OF THE ISSUER

WHEREAS, the Issuer has duly authorized the issuance from time to time of its debt securities in one or more series (the "Notes") up to such principal amount or amounts as may from time to time be authorized in accordance with the terms of this Indenture and to provide, among other things, for the authentication, delivery and administration thereof,

WHEREAS, the Issuer has duly authorized the execution and delivery of this Indenture; and

WHEREAS, all things necessary to make this Indenture a valid agreement of the Issuer, in accordance with its terms, have been done.

NOW, THEREFORE:

In consideration of the premises and the purchases of the Notes by the Holders (as hereinafter defined) thereof, the Issuer and the Trustee mutually covenant and agree for the equal and proportionate benefit of the respective Holders from time to time of the Notes or any series thereof as follows:

ARTICLE I
DEFINITIONS AND OTHER PROVISIONS OF GENERAL APPLICATION

SECTION 1.01. Definitions. For all purposes of this Indenture, and of any indenture supplemental hereto, except as otherwise expressly provided or unless the context otherwise requires:

(1) the terms defined in this Article have the meanings assigned to them in this Article, and include the plural as well as the singular;

(2) all other terms used herein which are defined in the Trust Indenture Act (as hereinafter defined), either directly or by reference therein, have the meanings assigned to them therein;

(3) all accounting terms not otherwise defined herein have the meanings assigned to them in accordance with GAAP; and

(4) all references in this instrument to designated "Articles," "Sections" and other subdivisions are to the designated Articles, Sections and other subdivisions of this instrument as originally executed. The words "herein," "hereof," and "hereunder" and other words of similar import refer to this Indenture as a whole and not to any particular Article, Section, or other subdivision.

"Act" when used with respect to any Holder, has the meaning specified in Section 1.04.

"Affiliate" of any specified Person means any other Person directly or indirectly controlling or controlled by or under direct or indirect common control with such specified Person. For the purposes of this definition, "control" when used with respect to any specified Person means the power to direct the management and policies of such Person, directly or indirectly, whether through the ownership of voting securities, by contract, or otherwise; and the terms "controlling" and "controlled" have meanings correlative to the foregoing.

"Attributable Debt" has the meaning specified in Section 9.07.

"Authenticating Agent" means any Person authorized by the Trustee to authenticate Notes under Section 5.14.

"Authentication Order" has the meaning specified in Section 2.02(1).

"Bankruptcy Code" means title 11, U.S. Code, as amended, or any similar state or federal law for the relief of debtors.

"Board of Directors" means (i) the Board of Directors of the Issuer, (ii) any committee of such Board of Directors, (iii) any committee of officers of the Issuer or (iv) any officer of the Issuer, in the cases of clauses (ii)-(iv), authorized with respect to any matter to exercise the powers of the Board of Directors of the Issuer.

"Board Resolution" means a copy of a resolution certified by the secretary or an assistant secretary of the Issuer to have been duly adopted by the Board of Directors and to be in full force and effect on the date of such certification, and delivered to the Trustee.

"Business Day" means any day, other than a Saturday or Sunday, that is neither a legal holiday nor a day on which banking institutions in New York City or the place of payment are authorized or required by law, regulation or executive order to be closed.

"Capital Lease Obligations" of any Person means the obligations of such Person to pay rent or other amounts under any lease of (or other arrangement conveying the right to use) real or personal property, or a combination thereof, which obligations are required to be classified and accounted for as capital or finance leases on a balance sheet of such person under GAAP; and the amount of such obligations shall be the capitalized amount thereof determined in accordance with GAAP.

"Commission" means the Securities and Exchange Commission, as from time to time constituted, created under the Exchange Act, or, if at any time after the execution of this instrument such Commission is not existing and performing the duties now assigned to it under the Trust Indenture Act, then the body performing such duties on such date.

"Company Request" or "Company Order" means, respectively, a written request or order, as the case may be, signed in the name of the Issuer by any Officer thereof and delivered to the Trustee.

"Consolidated Net Tangible Assets" means, as of the time of determination, (a) the total assets of the Issuer and its subsidiaries determined on a consolidated basis in accordance with GAAP minus (b) the sum of (i) current liabilities of the Issuer and its subsidiaries, except for current maturities of long-term Indebtedness and Capital Lease Obligations, and (ii) goodwill and other intangible assets of the Issuer and its subsidiaries, in each case determined on a consolidated basis in accordance with GAAP, all as reflected in the most recent consolidated balance sheet prepared by the Issuer in accordance with GAAP contained in an annual report on Form 10-K or a quarterly report on Form 10-Q (or comparable semiannual report) timely filed or any amendment thereto (and not subsequently disclaimed as not being reliable by the Issuer) prior to the time as of which "Consolidated Net Tangible Assets" is being determined.

"Corporate Trust Office" means the office of the Trustee in the contiguous United States at which at any particular time this Indenture shall be principally administered, which office at the date hereof is located at U.S. Bank Trust Company, National Association, 633 West Fifth Street, 24th Floor, Los Angeles, CA 90071; Attn: B. Scarbrough (Skyworks Solutions, Inc.).

"Covenant Defeasance" has the meaning specified in Section 3.02.

"Custodian" means the Person appointed by the Issuer to act as custodian for the Depositary, which Person shall be the Trustee unless and until a successor Person is appointed by the Issuer.

"Defaulted Interest" has the meaning specified in Section 2.06(2).

"Defeasance" means Legal Defeasance or Covenant Defeasance.

"Definitive Note" means a certificated Note registered in the name of the Holder thereof and issued in accordance with this Indenture.

"Depositary" means with respect to the Notes of any series issuable or issued in whole or in part in global form, (i) DTC or (ii) the Person otherwise designated as Depositary for such series by the Issuer pursuant to Section 2.01 or 2.04, unless and until a successor Depositary for such series shall have become such pursuant to the applicable provisions of this Indenture, and thereafter "Depositary" with respect to the Notes of a series shall mean or include each Person who is then a Depositary hereunder with respect to such series.

"Discharged" has the meaning specified in Section 3.02.

"DTC" has the meaning specified in Section 2.04(2).

"Event of Default" has the meaning specified in Section 4.01.

"Exchange Act" means the U.S. Securities Exchange Act of 1934, as amended, or any successor thereto, in each case as amended from time to time, and the rules and regulations of the Commission promulgated thereunder.

"GAAP" means generally accepted accounting principles in the United States of America in effect on the date of this Indenture.

"Global Note" means each note in global form issued in accordance with this Indenture and bearing the Global Note Legend.

"Global Note Legend" means the legend set forth in Section 2.01(2), which is required to be placed on all Global Notes issued pursuant to this Indenture.

"Guarantee" means any obligation, contingent or otherwise, of any Person directly or indirectly guaranteeing any Indebtedness of any other Person and any obligation, direct or indirect, contingent or otherwise, of such Person (1) to purchase or pay (or advance or supply funds for the purchase or payment of) such Indebtedness of such other Person (whether arising by virtue of partnership arrangements, or by agreement to keep well, to purchase assets, goods, securities or services, to take or pay or to maintain financial statement conditions or otherwise) or (2) entered into for purposes of assuring in any other manner the obligee of such indebtedness of the payment thereof or to protect such obligee against loss in respect thereof (in whole or in part); provided, however, that the term "guarantee" will not include endorsements for collection or deposit in the ordinary course of business. The term "guarantee," when used as a verb, has a correlative meaning.

"Holder" and "Holder of Notes" means a Person in whose name a Note is registered in the Security Register.

"Incur" means issue, assume, guarantee or otherwise become liable for.

"Indebtedness" means, with respect to any Person, obligations (other than Non-recourse Obligations) of such Person for borrowed money (including, without limitation, indebtedness for borrowed money evidenced by notes, bonds, debentures or similar instruments).

"Indenture" or "this Indenture" means this Indenture, as amended or supplemented from time to time.

"Interest Payment Date" when used with respect to any Note, means the date specified in such Note on which an installment of interest on such Note is scheduled to be paid.

"Issue Date" of any Note (or portion thereof) means the earlier of (a) the date of such Note or (b) the date of any Note (or portion thereof) for which such Note was issued (directly or indirectly) on registration of transfer, exchange or substitution.

"Legal Defeasance" has the meaning specified in Section 3.02.

"Maturity" when used with respect to any Note, means the date on which all or a portion of the principal amount outstanding under such Note becomes due and payable, whether on the Maturity Date or by declaration of acceleration, call for redemption, or otherwise.

"Maturity Date" when used with respect to any Note or any installment of principal thereof, means the date specified in such Note as the fixed date on which the principal of such Note or such installment of principal becomes due and payable.

"Non-recourse Obligation" means Indebtedness or other obligations substantially related to the financing of a project involving the development or expansion of properties of the Issuer or any direct or indirect subsidiaries of the Issuer, as to which the obligee with respect to such indebtedness or obligation has no recourse to the Issuer or any direct or indirect subsidiary of the Issuer or such subsidiary's assets other than the assets which were acquired with the proceeds of such transaction or the project financed with the proceeds of such transaction (and the proceeds thereof).

"Notes" has the meaning specified in the Recitals of the Issuer on the first page of this Indenture, including any replacement Notes issued therefor in accordance with this Indenture.

"Issuer" means Skyworks Solutions, Inc., a Delaware corporation, unless and until a successor entity or assign shall have assumed the obligations of the Issuer under this Indenture and the Notes and thereafter "Issuer" shall mean such successor entity or assign.

"Officer" means the Chairman of the Board, the Chief Executive Officer, the President, the Chief Operating Officer, the Chief Financial Officer, the Treasurer, any Assistant Treasurer, the Controller, the Secretary, the Assistant Secretary or any Vice-President of the Issuer.

"Officer's Certificate" means a certificate signed by any Officer of the Issuer.

"Opinion of Counsel" means, with respect to the Issuer or the Trustee, a written opinion of counsel to the Issuer or the Trustee, as the case may be, which counsel may be an employee of the Issuer or the Trustee who is reasonably satisfactory to the Trustee, as the case may be. Such opinion may include customary qualifications and assumptions.

"Outstanding" when used with respect to the Notes or any series of Notes, means, as of the date of determination, all Notes or all Notes of such series, as the case may be, theretofore authenticated and delivered under this Indenture, except:

(a) such Notes or such Notes of such series, as the case may be, theretofore cancelled by the Trustee or delivered to the Trustee for cancellation;

(b) such Notes or such Notes of such series, as the case may be, or portions thereof, for whose payment, redemption, discharge or defeasance (including Discharge or Defeasance pursuant to Section 3.01 or Section 3.02 of this Indenture) money in the necessary amount has been theretofore deposited in trust with the Trustee or with any Paying Agent other than the Issuer, or, if the Issuer shall act as its own Paying Agent, has been set aside and segregated in trust by the Issuer; provided. in any case, that if such Notes or such Notes of such series, as the case may be, are to be redeemed prior to their Maturity Date, notice of such redemption has been duly given pursuant to any redemption provision adopted under Section 2.01 of this Indenture or provision therefor satisfactory to the Trustee has been made;

(c) such Notes or such Notes of such series, as the case may be, in exchange for or in lieu of which other Notes or other Notes of such series, as the case may be, have been authenticated and delivered pursuant to this Indenture, or which shall have been paid, in each case, pursuant to the terms of Section 2.05 (except with respect to any such Note or any such Note of such series, as the case may be, as to which proof satisfactory to the Trustee is presented that such Note or such Note of such series, as the case may be, is held by a person in whose hands such Notes or such Notes of such series, as the case may be, is a legal, valid, and binding obligation of the Issuer); and

(d) solely to the extent provided in Article III, Notes or Notes of such series, as the case may be, which are subject to Legal Defeasance or Covenant Defeasance as provided in Section 3.02.

In determining whether the Holders of the requisite principal amount of such Notes or Notes of such series, as the case may be, Outstanding have given a direction concerning the time, method and place of conducting any proceeding for any remedy available to the Trustee, or concerning the exercise of any trust or power conferred upon the Trustee under this Indenture, or concerning a consent on behalf of the Holders of the Notes or the Holders of the Notes of such series, as the case may be, to the waiver of any past default and its consequences, Notes or the Notes of such series, as the case may be, owned by the Issuer, any other obligor upon the Notes or Notes of such series, as the case may be, or any Affiliate of the Issuer or such other obligor shall be disregarded and deemed not to be Outstanding. In determining whether the Trustee shall be protected in relying upon any request, demand, authorization, direction, notice, consent, or waiver hereunder, only Notes or Notes of such series, as the case may be, which a Responsible Officer assigned to the corporate trust department of the Trustee knows to be owned by the Issuer or any other obligor upon the Notes or the Notes of such series, as the case may be, or any Affiliate of the Issuer or such other obligor shall be so disregarded. Notes or Notes of such series, as the case may be, so owned which have been pledged in good faith may be regarded as Outstanding if the pledgee establishes to the satisfaction of the Trustee the pledgee's right to act as owner with respect to such Notes or Notes of such series, as the case may be, and that the pledgee is not the Issuer or any other obligor upon the Notes or the Notes of such series, as the case may be, or any Affiliate of the Issuer or such other obligor.

"Paying Agent" means any Person appointed by the Issuer to distribute amounts payable by the Issuer on the Notes. The Issuer may act as its own Paying Agent. As of the date of this Indenture, the Issuer has appointed the Trustee as Paying Agent with respect to all Notes issuable hereunder.

"Person" means any individual, corporation, partnership, limited liability company, joint venture, association, joint-stock company, trust, unincorporated organization, or government, or political subdivision thereof.

"Place of Payment" means the place specified pursuant to Section 9.02.

"Predecessor Notes" of any particular Note means every previous Note evidencing all or a portion of the same debt as that evidenced by such particular Note; and, for the purposes of this definition, any Note authenticated and delivered under Section 2.05 in lieu of a lost, destroyed, mutilated, or stolen Note shall be deemed to evidence the same debt as the lost, destroyed, mutilated, or stolen Note.

"Record Date" means any date as of which the Holder of a Note of any series will be determined for any purpose described herein, such determination to be made as of the close of business on such date by reference to the Security Register, and in relation to a determination of a payment of an installment of interest on the Notes of any series, shall have the meaning specified in such series of Notes.

"Redemption Date" when used with respect to any Notes to be redeemed, means the date fixed for such redemption in any notice of redemption issued pursuant to any redemption provision adopted under Section 2.01 of this Indenture.

"Redemption Price" when used with respect to any Notes to be redeemed, means the price specified in any optional redemption provision pursuant to Section 2.01(1)(v)(f).

"Registrar" means the Person who maintains the Security Register, which Person shall be the Trustee unless and until a successor Registrar is appointed by the Issuer.

"Responsible Officer" when used with respect to the Trustee, means any officer of the Trustee having direct responsibility for the administration of this Indenture and also means, with respect to a particular corporate trust matter relating to this Indenture, any other officer to whom such matter is referred because of his or her knowledge of and familiarity with the particular subject.

"Revolving Credit Agreement" means the Revolving Credit Agreement, dated as of May 21, 2021, among the Issuer, the borrowing subsidiaries party thereto, the lenders party thereto and JPMorgan Chase Bank, N.A., as administrative agent, as amended by the First Amendment, dated as of March 6, 2023, the Second Amendment, dated as of November 18, 2025, and as further amended, restated, amended and restated, supplemented or otherwise modified, replaced or refinanced from time to time (such amendment, restatement, amendment and restatement, supplement, modification, replacement or refinancing may be successive or non-successive); provided that any such amendment, restatement, amendment and restatement, supplement, modification, replacement or refinancing is in the form of a revolving credit facility (or similar arrangement).

"Sale and Leaseback Transaction" has the meaning specified in Section 9.07.

"Securities Act" means the U.S. Securities Act of 1933, as amended, or any successor thereto, in each case as amended from time to time, and the rules and regulations of the Commission promulgated thereunder.

"Security Register" has the meaning specified in Section 2.04.

"Significant Subsidiary" has the meaning set forth in Rule 1-02(w) of Regulation S-X under the Securities Act.

"Special Record Date" for the payment of any Defaulted Interest means a date fixed by the Trustee pursuant to Section 2.06.

"Subsidiary" means, with respect to any Person (the "parent") at any date, any corporation, limited liability company, partnership, association or other entity of which securities or other ownership interests representing more than 50% of the equity or more than 50% of the ordinary voting power or, in the case of a partnership, more than 50% of the general partnership interests are, as of that date, owned, controlled or held by the parent or one or more Subsidiaries of the parent or by the parent and one or more Subsidiaries of the parent.

"Trust Indenture Act" or "TIA" means the Trust Indenture Act of 1939, as amended, as in force as of the date hereof; provided that, with respect to every supplemental indenture executed pursuant to this Indenture, "Trust Indenture Act" or "TIA" shall mean the Trust Indenture Act of 1939, as then in effect.

"Trustee" means the Person named as the "Trustee" in the first paragraph of this instrument until a successor Trustee shall have become such pursuant to the applicable provisions of this Indenture, and thereafter "Trustee" shall mean, or include each Person who is then a Trustee hereunder, and if at any time there is more than one such Person "Trustee" as used with respect to the Notes of any series shall mean the Trustee with respect to the Notes of that series.

"U.S. Government Obligations" means (a) securities that are direct obligations of the United States of America, the payment of which is unconditionally guaranteed by the full faith and credit of the United States of America and (b) securities that are obligations of a Person controlled or supervised by and acting as an agency or instrumentality of the United States of America, the payment of which is unconditionally guaranteed by the full faith and credit of the United States of America, and also includes depository receipts issued by a bank or trust company as custodian with respect to any of the securities described in the preceding clauses (a) and (b), and any payment of interest or principal payable under any of the securities described in the preceding clauses (a) and (b) that is held by such custodian for the account of the holder of a depository receipt, provided that (except as required by law) such custodian is not authorized to make any deduction from the amount payable to the holder of such depository receipt, or from any amount received by the custodian in respect of such securities, or from any specific payment of interest or principal payable under the securities evidenced by such depository receipt.

SECTION 1.02. Officer's Certificates and Opinions. Every Officer's Certificate, Opinion of Counsel and other certificate or opinion to be delivered to the Trustee under this Indenture with respect to any action to be taken by the Trustee shall include the following:

(1) a statement that each individual signing such certificate or opinion has read all covenants and conditions of this Indenture relating to such proposed action, including the definitions of all applicable capitalized terms;

(2) a brief statement as to the nature and scope of the examination or investigation upon which the statements or opinions contained in such certificate or opinion are based;

(3) a statement that, in the opinion of each such individual, he or she has made such examination or investigation as is necessary to enable him or her to express an informed opinion as to whether or not such covenant or condition has been complied with; and

(4) a statement as to whether, in the opinion of each such individual, such condition or covenant has been complied with.

SECTION 1.03. Form of Documents Delivered to Trustee.

(1) In any case where several matters are required to be certified by, or covered by an opinion of, any specified Person, it is not necessary that all such matters be certified by, or covered by the opinion of, only one such Person, or that they be so certified or covered by only one document, but one such Person may certify or give an opinion with respect to some matters and one or more other such Persons as to the other matters, and any such Person may certify or give an opinion as to such matters in one or several documents.

(2) Any certificate or opinion of an officer of the Issuer may be based, insofar as it relates to legal matters, upon a certificate or opinion of, or representations by, legal counsel, unless such officer knows that any such certificate, opinion, or representation is erroneous. Any opinion of counsel for the Issuer may be based, insofar as it relates to factual matters, upon a certificate or opinion of, or representations by, an officer or officers of the Issuer, unless such counsel knows that any such certificate, opinion, or representation is erroneous.

(3) Where any Person is required to make, give, or execute two or more applications, requests, consents, certificates, statements, opinions, or other instruments under this Indenture, such instruments may, but need not, be consolidated and form a single instrument.

SECTION 1.04. Acts of Holders.

(1) Any request, demand, authorization, direction, notice, consent, waiver, or other action provided by this Indenture to be given or taken by Holders may be embodied in and evidenced by one or more instruments of substantially similar tenor signed by such Holders in person or by an agent duly appointed in writing; and, except as herein otherwise expressly provided, such action shall become effective when such instrument or instruments are delivered to the Trustee and (if expressly required by the applicable terms of this Indenture) to the Issuer. Such instrument or instruments (and the action embodied therein and evidenced thereby) are herein sometimes referred to as the "Act" of the Holders signing such instrument or instruments. Proof of execution of any such instrument or of a writing appointing any such agent shall be sufficient for any purpose of this Indenture and (subject to Section 5.01) conclusive in favor of the Trustee and the Issuer, if made in the manner provided in this Section 1.04.

(2) The fact and date of the execution by any Person of any such instrument or writing may be proved by the affidavit of a witness to such execution or by the certificate of any notary public or other officer authorized by law to take acknowledgments of deeds, certifying that the individual signing such instrument or writing acknowledged to him the execution thereof. Where such execution is by an officer of a corporation or a member of a partnership, on behalf of such corporation or partnership, such certificate or affidavit shall also constitute sufficient proof of his authority. The fact and date of the execution of any such instrument or writing, or the authority of the person executing the same, may also be proved in any other manner which the Trustee deems sufficient.

(3) The ownership of Notes shall for all purposes be determined by reference to the Security Register, as such register shall exist as of the applicable Record Date.

(4) If the Issuer shall solicit from the Holders any request, demand, authorization, direction, notice, consent, waiver or other action, the Issuer may, at its option, by Board Resolution, fix in advance a Record Date for the determination of Holders entitled to give such request, demand, authorization, direction, notice, consent, waiver or other action, but the Issuer shall have no obligation to do so. If such Record Date is fixed, such request, demand, authorization, direction, notice, consent, waiver or other action may be given before or after such Record Date, but only the Holders of record at the close of business on such Record Date shall be deemed to be Holders for the purpose of determining whether Holders of the requisite proportion of Notes Outstanding have authorized or agreed or consented to such request, demand, authorization, direction, notice, consent, waiver or other action, and for that purpose the Notes Outstanding shall be computed as of such Record Date, provided that no such authorization, agreement or consent by the Holders on such Record Date shall be deemed effective unless it shall become effective pursuant to the provisions of this Indenture not later than six months after such Record Date.

(5) Any request, demand, authorization, direction, notice, consent, waiver or other action by the Holder of any Note shall bind each subsequent Holder of such Note, and each Holder of any Note issued upon the registration of transfer thereof or in exchange therefor or in lieu thereof, with respect to anything done or suffered to be done by the Trustee or the Issuer in reliance upon such action, whether or not notation of such action is made upon such Note.

SECTION 1.05. Notices, Etc., to Trustee and Issuer. Any request, order, authorization, direction, consent, waiver or other action to be taken by the Trustee, the Issuer or the Holders hereunder (including any Authentication Order), and any notice to be given to the Trustee or the Issuer with respect to any action taken or to be taken by the Trustee, the Issuer or the Holders hereunder, shall be sufficient if made in writing and

(1) if to be furnished or delivered to or filed with the Trustee by the Issuer or any Holder, delivered to the Trustee at its Corporate Trust Office, including without limitation, by means of electronic delivery, including, without limitation, email and electronic facsimile or other electronic delivery, or

(2) if to be furnished or delivered to the Issuer by the Trustee or any Holder, and except as otherwise provided in Section 4.01(3), mailed to the Issuer, first-class postage prepaid, at the following address: c/o Skyworks Solutions, Inc., 5260 California Avenue, Irvine, California 92617 Attention: Contracts and General Counsel, Facsimile No.: (949) 725-1772, Telephone No.: (949) 231-3000 or at any other address hereafter furnished in writing by the Issuer to the Trustee.

SECTION 1.06. Notice to Holders; Waiver. Where this Indenture or any Note provides for notice to Holders of any event, such notice shall be sufficiently given (unless otherwise expressly provided herein or in such Note) if (1) in writing and mailed, first-class postage prepaid, to each Holder affected by such event, at his or her address as it appears in the Security Register as of the applicable Record Date, if any, or (2) given by electronic delivery, not later than the latest date or earlier than the earliest date prescribed by this Indenture or such Note for the giving of such notice; provided that if the Holder to which any such notice or communication is to be mailed, delivered, given or otherwise transmitted is a Depositary or its nominee, such notice or communication may instead be given by such other means as may be required or permitted by the procedures of the Depositary. In any case where notice to Holders is given, neither the failure to give such notice, nor any defect in any notice so given, to any particular Holder shall affect the sufficiency of such notice with respect to other Holders. Where this Indenture or any Note provides for notice in any manner, such notice may be waived in writing by the Person entitled to receive such notice, either before or after the event, and such waiver shall be the equivalent of such notice. Waivers of notice by Holders shall be filed with the Trustee, but such filing shall not be a condition precedent to the validity of any action taken in reliance upon such waiver. If a notice or communication is sent in the manner provided in this Section 1.06 within the time prescribed, it is duly given, whether or not the addressee receives it.

SECTION 1.07. Conflict with Trust Indenture Act. If any provision hereof limits, qualifies or conflicts with another provision hereof which is required to be included in this Indenture by any of the provisions of the TIA, such required provision shall control.

SECTION 1.08. Effect of Headings and Table of Contents. The Article and Section headings herein and the Table of Contents hereof are for convenience only and shall not affect the construction of any provision of this Indenture.

SECTION 1.09. Successors and Assigns. All covenants and agreements in this Indenture by the Issuer shall bind its successors and assigns, whether so expressed or not.

SECTION 1.10. Separability Clause. In case any provision in this Indenture or in the Notes shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

SECTION 1.11. Benefits of Indenture. Nothing in this Indenture or in any Notes, express or implied, shall give to any Person, other than the parties hereto, their successors hereunder, the Authenticating Agent, the Registrar, any Paying Agent, and the Holders of Notes (or such of them as may be affected thereby), any benefit or any legal or equitable right, remedy or claim under this Indenture.

SECTION 1.12. Governing Law. THIS INDENTURE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

SECTION 1.13. Counterparts. This Indenture may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original, but all of which shall together constitute but one and the same instrument. This Indenture shall be valid, binding and enforceable against a party only when executed and delivered by an authorized individual on behalf of the party by means of (i) any electronic signature permitted by the federal Electronic Signatures in Global National Commerce Act, state enactments of the Uniform Electronic Transactions Act and/or any other relevant electronic signatures law, including relevant provisions of the Uniform Commercial Code (collectively, "Signature Law"); (ii) an original manual signature; or (iii) a faxed, scanned, or photocopied manual signature. Each electronic signature or faxed, scanned or photocopied manual signature shall for all purposes have the same validity, legal effect and admissibility in evidence as an original manual signature. Each party hereto shall be entitled to conclusively rely upon, and shall have no liability with respect to, any faxed, scanned or photocopied manual signature, or other electronic signature, of any party and shall have no duty to investigate, confirm or otherwise verify the validity or authenticity thereof. This Indenture may be executed in a number of counterparts, each of which shall be deemed to be an original, but such counterparts shall, together, constitute one and the same instrument. For the avoidance of doubt, original manual signatures shall be used for execution or indorsement of writings when required under the Uniform Commercial Code or other Signature Law due to the character or intended character of the writings. All notices, approvals, consents, requests and any communications hereunder must be in writing (provided that any such communication sent to the Trustee hereunder must be in the form of a document that is signed manually or by way of a digital signature provided by DocuSign or other electronic signature provider that the Issuer plans to use (or such other digital signature provider as specified in writing to the Trustee by the authorized representative), in English. The Issuer agrees to assume all risks arising out of the use of using digital signatures and electronic methods to submit communications to the Trustee, including without limitation the risk of the Trustee acting on unauthorized instructions, and the risk of interception and misuse by third parties.

SECTION 1.14. Legal Holidays. In any case where any Interest Payment Date, Redemption Date, Maturity Date or other payment date shall not be a Business Day, then (notwithstanding any other provisions of this Indenture or of the Notes) payment of interest or principal (and premium, if any) need not be made on such date, but may be made on the next succeeding Business Day with the same force and effect as if made on the Interest Payment Date, Redemption Date, Maturity Date or other payment date. provided that no interest shall accrue for the period from and after such Interest Payment Date, Redemption Date, Maturity Date or other payment date, as the case may be.

SECTION 1.15. Waiver of Jury Trial. **EACH OF THE ISSUER AND THE TRUSTEE HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS INDENTURE, THE NOTES OR THE TRANSACTIONS CONTEMPLATED HEREBY.**

SECTION 1.16. U.S.A. PATRIOT Act. The parties hereto acknowledge that in accordance with Section 326 of the U.S.A. PATRIOT Act, the Trustee, like all financial institutions and in order to help fight the funding of terrorism and money laundering, is required to obtain, verify and record information that identifies each person or legal entity that establishes a relationship or opens an account with the Trustee. The parties to this Indenture agree that they will provide the Trustee with such information as it may request in order for the Trustee to satisfy the requirements of the U.S.A. PATRIOT Act.

SECTION 1.17. Acceptance of Trust. U.S. Bank Trust Company, National Association, the initial Trustee named herein, accepts the trusts in this Indenture declared and provided, upon the terms and conditions set forth herein.

ARTICLE II
THE NOTES

SECTION 2.01. Form and Dating.

(1) General.

(i) The Notes of each series shall be substantially in such form (not inconsistent with this Indenture) as shall be established by or pursuant to a Board Resolution, Officer's Certificate or in one or more indentures supplemental hereto, in each case with such appropriate insertions, omissions, substitutions and other variations as are required or permitted by this Indenture and may have imprinted or otherwise reproduced thereon such legend or legends, not inconsistent with the provisions of this Indenture, as may be required to comply with any law, stock exchange rule or DTC rule or usage or with any rules or regulations pursuant thereto, all as may, consistently herewith, be determined by the Officer executing such Notes, as evidenced by their execution of the Notes. Any portion of the text of any Note may be set forth on the reverse thereof, with an appropriate reference thereto on the face of the Note. Each Note shall be dated the date of its authentication. The Issuer shall furnish any such legends to the Trustee in writing.

(ii) The Definitive Notes, if any, shall be printed, lithographed or engraved or produced by any combination of those methods on steel engraved borders or may be produced in any other manner permitted by any applicable rule of any securities exchange, all as determined by the Officers executing such Notes, as evidenced by their execution of such Notes.

(iii) The terms and provisions contained in the Notes shall constitute, and are hereby expressly made, a part of this Indenture and the Issuer and the Trustee, by their execution and delivery of this Indenture expressly agree to such terms and provisions and to be bound thereby. Nothing in the preceding sentence shall, however, limit the effect of the second paragraph of Section 2.02(1). However, to the extent any provision of any Note conflicts with the express provisions of this Indenture, the provisions of this Indenture shall govern and be controlling. All Notes of any one series shall be substantially identical except as to denomination and except as may otherwise be provided in or pursuant to such resolution of the Board of Directors or in any such indenture supplemental hereto.

(iv) No Note shall be entitled to any benefit under this Indenture or be valid or obligatory for any purpose unless there appears on such Note a certificate of authentication substantially in the form provided for herein executed by the Trustee by manual signature of an authorized officer, and such certificate upon any Note shall be conclusive evidence, and the only evidence, that such Note has been duly authenticated and delivered hereunder.

(v) The aggregate principal amount of Notes which may be authenticated and delivered under this Indenture is unlimited. The Notes may be issued in one or more series. There shall be established in or pursuant to (x) a Board Resolution, (y) an Officer's Certificate or (z) one or more indentures supplemental hereto, prior to the issuance of Notes of any series:

(a) the title of the Notes of the series (which shall distinguish the Notes of the series from all other Notes);

(b) any limit upon the aggregate principal amount of the Notes of the series that may be authenticated and delivered under this Indenture (except for Notes authenticated and delivered upon registration of transfer of, or in exchange for, or in lieu of, other Notes of the series pursuant to Section 2.03, 2.04, 2.05, 8.07 or any optional redemption provision pursuant to Section 2.01(1)(v)(f));

(c) the date or dates on which the principal of the Notes of the series is payable;

(d) the rate or rates at which the Notes of the series shall bear interest, if any, or the method by which such rate shall be determined, the date or dates from which such interest shall accrue, the Interest Payment Dates on which such interest shall be payable and the Record Dates, if any, for the determination of Holders to whom interest is payable;

(e) the place or places where the principal of and any premium and interest on the Notes of the series shall be payable;

(f) any optional redemption, mandatory redemption, sinking fund and any change of control put provisions;

(g) if other than the principal amount thereof, the portion of the principal amount of Notes of the series which shall be payable upon declaration of acceleration of the Maturity thereof pursuant to Section 4.02;

(h) the issue date;

(i) the designation of the currency, currencies or currency units in which payment of the principal of, premium and interest, if any, on the Notes of the series will be made if other than U.S. dollars;

(j) the provisions, if any, relating to any security provided for the Notes of the series, and any subordination in right of payment, if any, of the Notes of the series;

(k) the issue price (expressed as a percentage of the aggregate principal amount of the Notes) at which the Notes will be issued;

(l) if the Notes of the series are issuable in whole or in part in the form of Definitive Notes or as one or more Global Notes, and if so, the identity of the Depositary for such Global Notes if other than DTC;

(m) any other terms of the series (which may supplement, modify or delete any provisions of this Indenture);

(n) if the Notes of such series will be convertible into or exchangeable for shares of common stock, preferred stock or other securities of the Issuer or any other Person, the terms and conditions upon which such Notes will be so convertible or exchangeable;

(o) any additions to, deletions of or changes in the Events of Default which apply to the Notes of the series; and

(p) any additions to, deletions of or changes in any covenants of the Issuer with respect to the Notes of a particular series.

Notwithstanding Section 2.01(1)(v)(b) and unless otherwise expressly provided with respect to a series of Notes, the aggregate principal amount of a series of Notes may be increased and additional Notes of such series may be issued up to the maximum aggregate principal amount authorized with respect to such series as increased; provided that, any such additional Notes shall have identical terms as the outstanding Notes of such series, other than with respect to the date of issuance, issue price, first Interest Payment Date, interest accrual date and amount of interest payable on the first Interest Payment Date applicable thereto; provided further, that any such additional Notes shall be treated as a single class with the outstanding Notes of such series for all purposes under this Indenture, subject to any applicable United States Federal income tax provisions.

(2) Global Notes.

(i) If the Issuer shall establish pursuant to Section 2.01(1) above that the Notes of a series or a portion thereof are to be issued in the form of one or more Global Notes, then the Issuer shall execute and the Trustee shall authenticate and make available for delivery one or more Global Notes that (a) shall represent and shall be denominated in an amount equal to the aggregate principal amount of all of the Notes of such series issued in such form and not yet cancelled, (b) shall be registered, in the name of the Depositary designated for such Global Note pursuant to Section 2.04, or in the name of a nominee of such Depositary, (c) shall be deposited with the Trustee, as Custodian for the Depositary, and (d) shall bear a legend substantially as follows ("Global Note Legend"):

THIS IS A GLOBAL NOTE WITHIN THE MEANING OF THE INDENTURE REFERRED TO HEREINAFTER.

UNLESS THIS CERTIFICATE IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TRUST COMPANY, A NEW YORK CORPORATION ("DTC"), NEW YORK, NEW YORK, TO THE ISSUER OR ITS AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE OR PAYMENT, AND ANY CERTIFICATE ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR IN SUCH OTHER NAME AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC (AND ANY PAYMENT IS MADE TO CEDE & CO. OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL INASMUCH AS THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN.

TRANSFERS OF THIS GLOBAL SECURITY SHALL BE LIMITED TO TRANSFERS IN WHOLE, BUT NOT IN PART, TO NOMINEES OF DTC OR TO A SUCCESSOR THEREOF OR SUCH SUCCESSOR'S NOMINEE AND TRANSFERS OF PORTIONS OF THIS GLOBAL SECURITY SHALL BE LIMITED TO TRANSFERS MADE IN ACCORDANCE WITH THE RESTRICTIONS SET FORTH IN THE INDENTURE REFERRED TO ON THE REVERSE HEREOF.

(ii) Each Depositary designated pursuant to Section 2.01 or 2.04 for a Global Note must, at the time of its designation and at all times while it serves as Depositary, be a clearing agency registered under the Exchange Act and any other applicable statute or regulation, provided that the Depositary is required to be so registered in order to act as depositary.

(iii) Any Global Note may be represented by more than one certificate. The aggregate principal amount of each Global Note may from time to time be increased or decreased by adjustments made on the records of the Registrar, as provided in this Indenture.

(3) Trustee's Certificate of Authentication.

The Trustee's Certificate of Authentication shall be in substantially the following form:

This is one of the Notes referred to in the within-mentioned Indenture.

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, as Trustee

By: _____
Authorized signatory

SECTION 2.02. Execution and Authentication.

(1) At any time and from time to time after the execution and delivery of this Indenture, the Issuer may deliver Notes of any series executed on behalf of the Issuer by any Officer to the Trustee for authentication, and the Trustee, upon receipt of a written order of the Issuer specifying the principal amount and registered Holder of each Note and whether such Note shall be a Definitive Note or a Global Note, and signed by an Officer (the "Authentication Order") shall thereupon in accordance with the procedures acceptable to the Trustee set forth in the Authentication Order, and subject to the provisions hereof, authenticate and deliver such Notes to or upon the written order of the Issuer, without any further action by the Issuer except as set forth in this Section 2.02. The signature of any Officer on the Notes may be manual, facsimile or by other electronic means. Typographical and other minor errors or defects in any such signature shall not affect the validity or enforceability of any Note that has been duly authenticated and delivered by the Trustee. In authenticating such Notes and accepting the additional responsibilities under this Indenture in relation to such Notes, the Trustee shall receive, and (subject to Section 5.01) shall be fully protected in relying upon:

(a) a copy of the Board Resolution relating to such series;

(b) an executed supplemental indenture, if any, and the documentation required to be delivered pursuant to Section 8.06;

(c) an Officer's Certificate setting forth the form or forms and terms of the Notes of such series pursuant to Section 2.01(1)(v), and prepared in accordance with Section 1.02; and

(d) an Opinion of Counsel, prepared in accordance with Section 1.02.

(2) Notes bearing the manual or electronic signatures of individuals who were at any time on or after the date hereof the proper officers of the Issuer shall bind the Issuer, notwithstanding that such individuals or any of them have ceased to hold such offices prior to the authentication and delivery of such Notes or did not hold such offices at the date of such Notes.

(3) The Notes shall be in fully registered form, without coupons, in minimum denominations of $2,000 and integral multiples of $1,000 in excess thereof, unless otherwise specified in the Board Resolution, Officer's Certificate or supplemental indenture relating to a particular series of Notes.

SECTION 2.03. Temporary Notes. Until certificates representing Notes of a series are ready for delivery, the Issuer may prepare and the Trustee, upon receipt of an Authentication Order, shall authenticate and deliver temporary Notes of such series. Temporary Notes shall be substantially in the form of certificated Notes but may have variations that the Issuer considers appropriate for temporary Notes and as shall be reasonably acceptable to the Trustee. Without unreasonable delay, the Issuer shall prepare and the Trustee shall authenticate Definitive Notes of a series in exchange for temporary Notes of such series. Holders of temporary Notes shall be entitled to all of the benefits of this Indenture.

SECTION 2.04. Registration, Transfer and Exchange.

(1) Securities Register. The Trustee shall keep a register of the Notes (the "Security Register") which shall provide for the registration of such Notes, and for transfers of such Notes in accordance with information, if any, to be provided to the Trustee by the Issuer, subject to such reasonable regulations as the Trustee may prescribe. Such register shall be in written form or in any other form capable of being converted into written form within a reasonable time. At all reasonable times the information contained in such register or registers shall be available for inspection at the Corporate Trust Office of the Trustee or at such other office or agency to be maintained by the Issuer pursuant to Section 9.02.

Upon due presentation for registration of transfer of any Note at the Corporate Trust Office of the Trustee or at any other office or agency maintained by the Issuer pursuant to Section 9.02, the Issuer shall execute, and the Trustee shall authenticate and deliver, in the name of the designated transferee or transferees, one or more new Notes of authorized denominations, of a like aggregate principal amount, series and Maturity Date.

(2) Transfer of Global Notes. Any other provision of this Section 2.04 notwithstanding, unless and until it is exchanged in whole or in part for Definitive Notes, a Global Note representing all or a portion of the Notes of a series may not be transferred except as a whole by the Depositary to a nominee of such Depositary, or by a nominee of such Depositary to such Depositary or another nominee of such Depositary, or by such Depositary or any such nominee to a successor Depositary or a nominee of such successor Depositary.

The Issuer initially appoints The Depository Trust Company ("DTC") to act as Depositary with respect to the Global Notes of each series.

(3) Legends.

Each Global Note shall bear the legend specified in clause (i) of Section 2.01(2) on the face thereof, and any additional legend or legends as may be specified in a Board Resolution, Officer's Certificate or supplemental indenture relating to a particular series of Notes.

(4) Definitive Notes.

(i) Notwithstanding any other provisions of this Indenture or the Notes, a Global Note may be exchanged for Notes of the same series registered in the names of any Person designated by the Depositary in the event that (a) the Depositary has notified the Issuer that it is unwilling or unable to continue as Depositary for such Global Note or such Depositary has ceased to be a "clearing agency" registered under the Exchange Act, at a time when the Depositary is required to be so registered in order to act as depositary, and the Issuer has not appointed a successor Depositary within 90 days of receiving such notice or of becoming aware of such cessation, (b) an Event of Default has occurred and is continuing with respect to the applicable Notes, or (c) the Issuer, in its sole discretion, determines that the applicable Notes issued in the form of Global Notes shall no longer be represented by such Global Notes as evidenced by a Company Order delivered to the Trustee. Any Global Note exchanged pursuant to clause (a) or (c) above shall be so exchanged in whole and not in part and any Global Note exchanged pursuant to clause (b) above may be exchanged in whole or from time to time in part as directed by the Depositary. Any Note issued in exchange for a Global Note of the same series or any portion thereof shall be a Global Note provided that any such Note so issued that is registered in the name of a Person other than the Depositary or a nominee thereof shall not be a Global Note.

(ii) If at any time the Depositary for the Notes of any series notifies the Issuer that it is unwilling or unable to continue as Depositary for such Notes or if the Depositary has ceased to be a "clearing agency" registered under the Exchange Act at a time when the Depositary is required to be so registered in order to act as depositary, the Issuer may within 90 days of receiving such notice or of becoming aware of such cessation appoint a successor Depositary with respect to such Notes.

(iii) If, in accordance with this Section 2.04(4), Notes of any series in global form will no longer be represented by Global Notes, the Issuer will execute, and the Trustee, upon receipt of an Authentication Order, will authenticate and make available for delivery, Definitive Notes of such series in an aggregate principal amount equal to the principal amount of the Global Notes of such series, in exchange for such Global Notes.

(iv) If a Definitive Note is issued in exchange for any portion of a Global Note after the close of business at the office or agency where such exchange occurs on any Record Date for the payment of interest and before the opening of business at such office or agency on the next succeeding Interest Payment Date, interest shall not be payable on such Interest Payment Date in respect of such Definitive Notes, but shall be payable on such Interest Payment Date only to the Person to whom interest in respect of such portion of such Global Note is payable in accordance with the provisions of this Indenture.

(v) Definitive Notes issued in exchange for a Global Note pursuant to this Section 2.04(4) shall be registered in such names and in such authorized denominations as the Depositary, pursuant to instructions from its direct or indirect participants or otherwise, shall instruct the Trustee. Upon execution and authentication, the Trustee shall deliver such Definitive Notes to the Persons in whose names such Notes are so registered. To permit registrations of transfers and exchanges, the Issuer shall execute and the Trustee (or an Authenticating Agent appointed pursuant to this Indenture) shall authenticate and make available for delivery Definitive Notes at the Registrar's request, and upon direction of the Issuer. No service charge shall be made for any registration of transfer or exchange, but the Issuer or the Trustee may require payment of a sum sufficient to cover any transfer tax or other governmental charge payable in connection with any registration of transfer or exchange.

(vi) When Definitive Notes are presented to the Trustee with a request to register the transfer of such Definitive Notes or to exchange such Definitive Notes for an equal principal amount of Definitive Notes of other authorized denominations of the same series, the Trustee shall register the transfer or make the exchange as requested if its requirements for such transaction are met provided, however, that the Definitive Notes surrendered for transfer or exchange shall be duly endorsed or accompanied by a written instrument of transfer in form reasonably satisfactory to the Issuer and the Trustee, duly executed by the Holder thereof or his attorney duly authorized in writing.

(vii) At such time as all interests in Global Notes of any series have either been exchanged for Definitive Notes of such series or cancelled, such Global Notes shall be cancelled by the Trustee in accordance with the standing procedures and instructions existing between the Depositary and the Custodian. At any time prior to such cancellation, if any interest in a Global Note of any series is exchanged for Definitive Notes of such series or cancelled, the principal amount of such Global Note shall, in accordance with the standing procedures and instructions existing between the Depositary and the Custodian, be reduced and an endorsement shall be made on such Global Note, by the Trustee or the Custodian, at the direction of the Trustee, to reflect such reduction.

(5) Notwithstanding anything in this Indenture to the contrary, (i) all Notes issued upon any registration of transfer or exchange of Notes shall be the valid obligations of the Issuer, evidencing the same debt, and entitled to the same benefits under this Indenture, as the Notes surrendered upon such registration of transfer or exchange, (ii) all transfers and exchanges of the Notes may be made only in accordance with the procedures set forth in this Indenture, and (iii) the transfer and exchange of a beneficial interest in a Global Note may only be effected through the Depositary in accordance with the procedures promulgated by the Depositary.

(6) The Issuer shall not be required to (i) issue, register the transfer of, or exchange any Note during a period beginning at the opening of business 15 days before the day of the mailing of a notice of redemption of Notes under any optional redemption provision pursuant to Section 2.01(1)(v)(f) and ending at the close of business on the date of such mailing or (ii) register the transfer of or exchange any Note so selected for redemption in whole or in part, except, in the case of any Note to be redeemed in part, the portion thereof not to be redeemed.

SECTION 2.05. Mutilated, Destroyed, Lost and Stolen Notes.

(1) If (i) any mutilated Note is surrendered to the Trustee, or the Issuer and the Trustee receive evidence to their satisfaction of the destruction, loss or theft of any Note and (ii) there is delivered to the Issuer and the Trustee such security or indemnity as may be required by them to save each of them harmless from any loss, liability or expense that they may suffer if such Note is replaced and subsequently presented or otherwise claimed for payment, then, in the absence of notice to the Issuer or the Trustee that such Note has been acquired by a protected purchaser, the Issuer may in its discretion execute and, upon request of the Issuer, the Trustee shall authenticate and deliver, in exchange for or in lieu of any such mutilated, destroyed, lost or stolen Note, a new Note of like tenor, series, Maturity Date, and principal amount, bearing a number not contemporaneously outstanding.

(2) In case any such mutilated, destroyed, lost or stolen Note has become or is about to become due and payable, the Issuer in its discretion may, instead of issuing a new Note, pay such Note.

(3) Upon the issuance of any new Note under this Section 2.05, the Issuer may require the payment by the Holder thereof of a sum sufficient to cover any tax or other governmental charge that may be imposed in relation thereto and any other expenses (including the fees and expenses of the Trustee) connected therewith.

(4) Every new Note issued pursuant to this Section 2.05 in lieu of any mutilated, destroyed, lost or stolen Note shall constitute an original contractual obligation of the Issuer, whether or not the mutilated, destroyed, lost or stolen Note shall be at any time enforceable by anyone, and shall be entitled to all the benefits of this Indenture equally and proportionately with any and all other Notes duly issued hereunder.

(5) The provisions of this Section 2.05 are exclusive and shall preclude (to the extent lawful) all other rights and remedies with respect to the replacement or payment of mutilated, destroyed, lost or stolen Notes.

SECTION 2.06. Payment of Interest; Interest Rights Preserved.

(1) Interest on any Note which is payable and is punctually paid or duly provided for on any Interest Payment Date shall, if so provided in such Note, be paid to the Person in whose name that Note (or one or more Predecessor Notes) is registered at the close of business on the applicable Record Date, notwithstanding any transfer or exchange of such Note subsequent to such Record Date and prior to such Interest Payment Date (unless, if so provided in such Note, such Interest Payment Date is also the Maturity Date, in which case such interest shall be payable to the Person to whom principal is payable).

(2) Any interest on any Note which is payable, but is not punctually paid or duly provided for, on any Interest Payment Date (herein called "Defaulted Interest") shall forthwith cease to be payable to the registered Holder on the applicable Record Date by virtue of his having been such Holder; and, except as hereinafter provided, such Defaulted Interest may be paid by the Issuer, at its election in each case, as provided in clause (i) or (ii) below:

(i) The Issuer may elect to make payment of any Defaulted Interest to the Persons in whose names any such Notes (or their respective Predecessor Notes) are registered at the close of business on a Special Record Date for the payment of such Defaulted Interest, which shall be fixed in the following manner. The Issuer shall notify the Trustee in writing of the amount of Defaulted Interest proposed to be paid on each such Note and the date of the proposed payment, and at the same time the Issuer shall deposit with the Trustee an amount of money equal to the aggregate amount proposed to be paid in respect of such Defaulted Interest or shall make arrangements satisfactory to the Trustee for such deposit prior to the date of the proposed payment, such money when deposited to be held in trust for the benefit of the Persons entitled to such Defaulted Interest as in this clause provided. Thereupon the Issuer shall fix a Special Record Date for the payment of such Defaulted Interest which shall be not more than 15 nor less than 10 days prior to the date of the proposed payment and not less than 10 days after the receipt by the Trustee of the notice of the proposed payment. The Issuer shall promptly notify the Trustee and, upon request (given at least three (3) Business Days before such notice is to be sent (or such shorter period as shall be acceptable to the Trustee)), the Trustee shall, in the name and at the expense of the Issuer, shall cause notice of the proposed payment of such Defaulted Interest and the Special Record Date therefor to be mailed, first-class postage prepaid, to the Holder of each such Note at his address as it appears in the Security Register (or given by electronic delivery or pursuant to the applicable procedures of the Depositary), not less than 10 days prior to such Special Record Date. Notice of the proposed payment of such Defaulted Interest and the Special Record Date therefor having been mailed or given as aforesaid, such Defaulted Interest shall be paid to the Persons in whose names such Notes (or their respective Predecessor Notes) are registered on such Special Record Date and shall no longer be payable pursuant to the following clause (ii).

(ii) The Issuer may make payment of any Defaulted Interest in any other lawful manner if, after notice given by the Issuer to the Trustee of the proposed payment pursuant to this clause (ii), such manner of payment shall be deemed practicable by the Trustee.

(3) If any installment of interest on any Note called for redemption pursuant to any optional redemption provision under Section 2.01(1)(v)(f) is due and payable on or prior to the Redemption Date and is not paid or duly provided for on or prior to the Redemption Date in accordance with the foregoing provisions of this Section 2.06, such interest shall be payable as part of the Redemption Price of such Notes.

(4) Interest on Notes may be paid at the office or agency maintained by the Issuer in the United States pursuant to Section 9.02 or, at the Issuer's option, through DTC, Clearstream Banking, société anonyme, or Euroclear System to the Person entitled thereto or by such other means as may be specified in the form of such Note.

(5) Subject to the foregoing provisions of this Section 2.06 and the provisions of Section 2.04, each Note delivered under this Indenture upon registration of transfer of or in exchange for or in lieu of any other Note shall carry the rights to interest accrued and unpaid, and to accrue, which were carried by such other Note.

SECTION 2.07. Persons Deemed Owners.

(1) Prior to due presentment of a Note for registration of transfer, the Issuer, the Trustee, and any agent of the Issuer or the Trustee may treat the Person in whose name any Note is registered on the Security Register as the owner of such Note for the purpose of receiving payment of principal, premium, if any, and (subject to Section 2.06) interest, and for all other purposes whatsoever, whether or not such Note is overdue and neither the Issuer, the Trustee, nor any agent of the Issuer or the Trustee shall be affected by notice to the contrary.

(2) None of the Issuer, the Trustee, any Authenticating Agent, any Paying Agent, the Registrar or any Co-Registrar will have any responsibility or liability for any aspect of the records relating to or payments made on account of beneficial ownership interests of a Global Note or for maintaining, supervising or reviewing any records relating to such beneficial ownership interests and each of them may act or refrain from acting without liability on any information relating to such records provided by the Depositary.

SECTION 2.08. Cancellation. All Notes surrendered for payment, redemption, registration of transfer or exchange shall, if surrendered to any Person other than the Trustee, be delivered to the Trustee and, if not already cancelled, shall be promptly cancelled by it. The Issuer may at any time deliver to the Trustee for cancellation any Notes previously authenticated and delivered hereunder which the Issuer may have acquired in any manner whatsoever, and all Notes so delivered shall be promptly cancelled by the Trustee. Acquisition of such Notes by the Issuer shall not operate as a redemption or satisfaction of the indebtedness represented by such Notes unless and until the same are delivered to the Trustee for cancellation. No Note shall be authenticated in lieu of or in exchange for any Notes cancelled as provided in this Section 2.08, except as expressly permitted by this Indenture. The Trustee shall dispose of all cancelled Notes in accordance with its customary procedures and, upon written request, deliver a certificate of such disposition to the Issuer.

SECTION 2.09. Computation of Interest. Interest on the Notes shall be calculated on the basis of a 360-day year of twelve 30-day months, unless otherwise specified in the Officer's Certificate or supplemental indenture relating to a particular series of Notes.

SECTION 2.10. CUSIP Numbers. The Issuer in issuing the Notes may use "CUSIP" and "ISIN" numbers (if then generally in use), and, if so, the Trustee shall use the CUSIP or ISIN numbers, as the case may be, in notices of redemption as a convenience to Holders. provided that any such notice may state that no representation is made as to the correctness or accuracy of the CUSIP or ISIN number, as the case may be, either as printed on the Notes or as contained in any notice of a redemption and that reliance may be placed only on the other identification numbers printed on the Notes. The Issuer will promptly notify the Trustee in writing of any change in the CUSIP or ISIN number.

ARTICLE III
DISCHARGE OF INDENTURE

SECTION 3.01. Discharge of Indenture. This Indenture will be Discharged with respect to the Notes of one or more series and will cease to be of further effect as to all such Notes (except as to any surviving rights of transfer or exchange of such Notes expressly provided for herein), and the Trustee, on demand of and at the expense of the Issuer, shall execute such instruments reasonably requested by the Issuer acknowledging the Discharge of this Indenture with respect to the Notes of such series, when

(1) either

(i) all Notes of such series theretofore authenticated and delivered (except (a) mutilated, lost, stolen or destroyed Notes which have been replaced or paid, as provided in Section 2.05 and (b) Notes of such series for whose payment money has theretofore been deposited in trust or segregated and held in trust by the Issuer and thereafter repaid to the Issuer or discharged from such trust, as provided in Section 3.05) have been delivered by the Issuer to the Trustee for cancellation or have been cancelled; or

(ii) all such Notes of such series not theretofore delivered to the Trustee cancelled or for cancellation:

(a) have become due and payable (whether by the sending of a notice of redemption or otherwise), or

(b) will, in accordance with their Maturity Date, become due and payable within one year, or

(c) are to be called for redemption within one year under arrangements reasonably satisfactory to the Trustee for the giving of notice of redemption by the Trustee in the name, and at the expense, of the Issuer, and, in any of the cases described in (a) or (b) above or in this clause (c), the Issuer has irrevocably deposited or caused to be deposited with the Trustee, as trust funds in trust for the benefit of the Holders of such Notes of such series for that purpose, U.S. dollars or non-callable U.S. Government Obligations or a combination thereof in such amounts sufficient to pay and discharge the entire indebtedness on the Notes of such series not theretofore delivered to the Trustee cancelled or for cancellation, for principal of and interest and premium, if any, on the Notes of such series to the date of such deposit (in the case of Notes of such series that have become due and payable), or to the Maturity Date or the Redemption Date, as the case may be;

(2) the Issuer has paid or caused to be paid all other sums payable by it with respect to the Notes of such series under this Indenture; and

(3) except for Section 3.01(1)(i) or 3.01(1)(ii) in which the Notes of a series have become due and payable at their Maturity Date, the Issuer has delivered to the Trustee an Officer's Certificate and an Opinion of Counsel each stating that all conditions precedent to the Discharge of this Indenture with respect to the Notes of such series have been complied with.

Notwithstanding the Discharge of this Indenture with respect to the Notes of such series, the obligations of the Issuer under Section 3.01(1) and the obligations of the Issuer to the Trustee under Section 5.07 and to any Authenticating Agent under Section 5.14 shall survive, and the obligations of the Trustee under Sections 3.03 and 3.05 shall survive.

SECTION 3.02. Defeasance and Discharge of Covenants upon Deposit of Moneys. At the Issuer's option, either (a) the Issuer shall be deemed to have been Discharged (as defined below) from its obligations with respect to the Notes of any series ("Legal Defeasance") and/or (b) the Issuer shall cease to be under any obligation to comply with any term, provision or condition set forth in Sections 4.01(3), 4.01(6), 7.01, 9.05, 9.06 and 9.07 (and any other Sections, covenants or Events of Default applicable to such Notes that are determined pursuant to Section 2.01 to be subject to this provision) with respect to the Notes of such series at any time after the applicable conditions set forth below have been satisfied ("Covenant Defeasance"):

(1) The Issuer shall have deposited or caused to be deposited irrevocably with the Trustee, as trust funds, in trust, specifically pledged as security for, and dedicated solely to, the benefit of the Holders of the Notes of such series, an amount of money, in cash in U.S. dollars sufficient, or in non-callable U.S. Government Obligations, the principal of and interest on which, when due, will be sufficient, or a combination thereof, sufficient, in the opinion of, or based on a written report or certificate of, a nationally recognized firm of independent public accountants, investment bank or appraisal firm, to pay and discharge the entire indebtedness on the Notes of such series with respect to principal, premium, if any, and accrued and unpaid interest to the date of such deposit (in the case of Notes of any series that have become due and payable), or to the Maturity Date or Redemption Date, as the case may be;

(2) No Event of Default, or event which with notice or lapse of time would become an Event of Default, with respect to the Notes of such series shall have occurred and be continuing on the date of such deposit (other than a Default or Event of Default resulting from the borrowing of funds to be applied to such deposit (and any similar substantially concurrent deposit relating to other indebtedness or other instruments being defeased, discharged, repurchased, redeemed, repaid or otherwise acquired or retired), and the granting of liens to secure such borrowing);

(3) The Issuer shall have delivered to the Trustee an Officer's Certificate and an Opinion of Counsel each stating that all conditions precedent to the Legal Defeasance or Covenant Defeasance, as applicable, contemplated by this Section 3.02 have been complied with, and:

(i) in the case of an Opinion of Counsel relating to a Legal Defeasance, stating that:

(A) the Issuer has received from the Internal Revenue Service a ruling, or

(B) since the date hereof there has been a change in the applicable Federal income tax law, to the effect, in either case, that and based thereon such Opinion of Counsel shall confirm that the holders of the Notes will not recognize income, gain or loss for Federal income tax purposes as a result of such defeasance and will be subject to Federal income tax on the same amounts, in the same manner and at the same time as would have been the case if such defeasance has not occurred, which Opinion of Counsel (in the case of a Legal Defeasance) must be based upon a ruling of the Internal Revenue Service to the same effect or a change in applicable Federal income tax law or related treasury regulations after the date of this Indenture;

(ii) in the case of an Opinion of Counsel relating to a Covenant Defeasance, stating that the deposit and defeasance contemplated by this Section 3.02 will not cause the Holders of the Notes of such series to recognize income, gain or loss for Federal income tax purposes as a result of the Issuer's exercise of its option under this Section 3.02 and such Holders will be subject to Federal income tax on the same amount and in the same manner and at the same times as would have been the case if such option had not been exercised.

If in connection with the exercise by the Issuer of any option under this Section 3.02, any series of Notes is to be redeemed, either notice of such redemption shall have been duly given pursuant to any redemption provision adopted under Section 2.01 of this Indenture or provision therefor satisfactory to the Trustee shall have been made.

If the Issuer exercises its option under Section 3.02(a), payment of the Notes may not be accelerated because of an Event of Default with respect thereto. If the Issuer exercises its option under Section 3.02(b), payment of the Notes may not be accelerated because of an Event of Default specified in any of Section 4.01(3) or (6) or with respect to Article VII or IX.

Notwithstanding the exercise by the Issuer of its option under Section 3.02(b) with respect to Section 7.01, the obligation of any successor entity to assume the obligations to the Trustee under Section 5.07 shall not be discharged.

"Discharged" means, as to any series of Notes, that the Issuer shall be deemed to have paid and discharged the entire indebtedness represented by, and obligations under, the Notes of such series and to have satisfied all the obligations under this Indenture relating to such series of Notes (and the Trustee, at the expense of the Issuer, shall execute such instruments reasonably requested by the Issuer acknowledging the same), except (A) the rights of Holders of Notes of such series to receive, from the trust fund described in Section 3.01(1)) or 3.02(1), as applicable, above, payment of the principal of, premium, if any, and the interest, if any, on such series of Notes when such payments are due; (B) in the case of a Discharge pursuant to this Section 3.02, the Issuer's obligations with respect to such Notes under Sections 2.04, 2.05, 3.02(1), 3.03, and 9.02 and its obligations under Section 5.07; (C) the rights, powers, trusts, duties and immunities of the Trustee hereunder; and (D) as otherwise set forth in Section 3.01 or Section 3.02, as applicable.

SECTION 3.03. Application of Trust Money. All money and U.S. Government Obligations deposited with the Trustee pursuant to Section 3.01 or Section 3.02 and all proceeds of such U.S. Government Obligations and the interest thereon shall be held in trust and applied by it, in accordance with the provisions of this Indenture, to the payment, either directly or through any Paying Agent (including the Issuer acting as its own Paying Agent), as the Trustee may determine, to the Persons entitled thereto, of the principal, premium, if any, and interest, for whose payment such money and U.S. Government Obligations have been deposited with the Trustee; but such money and U.S. Government Obligations need not be segregated from other funds except to the extent required by law.

SECTION 3.04. Paying Agent to Repay Moneys Held. Upon the Discharge of this Indenture or a Defeasance, in each case, with respect to the Notes of a series, all moneys then held by any Paying Agent under the provisions of this Indenture with respect to such Notes (other than the Trustee) shall, upon demand of the Issuer, be repaid to it or paid to the Trustee, and thereupon such Paying Agent shall be released from all further liability with respect to such moneys.

SECTION 3.05. Return of Unclaimed Amounts. Subject to applicable abandoned property law, any amounts deposited with or paid to the Trustee or any Paying Agent for payment of the principal of, premium, if any, or interest on any series of Notes or then held by the Issuer, in trust for the payment of the principal of, premium, if any, or interest on any series of Notes and not applied but remaining unclaimed by the Holders of such series of Notes for two years after the date upon which the principal of, premium, if any, or interest on such series of Notes, as the case may be, shall have become due and payable, shall be repaid to the Issuer by the Trustee on demand or (if then held by the Issuer) shall be discharged from such Trust; and the Holder of any Notes of such series shall thereafter, as an unsecured general creditor, look only to the Issuer for any payment which such Holder may be entitled to collect (until such time as such unclaimed amounts shall escheat, if at all, to any applicable jurisdiction) and all liability of the Trustee or such Paying Agent with respect to such trust money, and all liability of the Issuer as trustee thereof, shall thereupon cease. Notwithstanding the foregoing, the Trustee or Paying Agent, before being required to make any such repayment, may at the expense of the Issuer cause to be published once a week for two successive weeks (in each case on any day of the week) in a newspaper printed in the English language and customarily published at least once a day at least five days in each calendar week and of general circulation in the Borough of Manhattan, in the City and State of New York, a notice that said amounts have not been so applied and that after a date named therein any unclaimed balance of said amounts then remaining will be promptly returned to the Issuer.

SECTION 3.06. Reinstatement. If the Trustee or any Paying Agent is unable to apply any money in accordance with Section 3.03 by reason of any legal proceeding or by reason of any order or judgment of any court or governmental authority enjoining, restraining or otherwise prohibiting such application, then the Issuer's obligations under this Indenture and the Holders of Notes shall be revived and reinstated as though no deposit had occurred pursuant to Section 3.01 until such time as the Trustee or such Paying Agent is permitted to apply all such money in accordance with Section 3.03.

ARTICLE IV
REMEDIES

SECTION 4.01. Events of Default. "Event of Default," wherever used herein, means with respect to Notes of any series, any of the following events:

(1) default in the payment of any principal of or premium, if any, on the Notes of such series when due (whether at maturity, upon optional redemption or otherwise);

(2) failure to pay any interest on any Note of such series, when it becomes due and payable, and continuance of such default for a period of 30 days;

(3) default in the performance, or breach, of any covenant, warranty or agreement (other than as set forth in clause (1) or (2) above of this Section 4.01) of the Issuer under this Indenture in respect of the Notes of such series; provided that a default under this clause (3) is not an Event of Default until the Trustee or the holders of not less than 25% of the aggregate principal amount of the Notes of such series then outstanding deliver a notice to the Issuer that specifies the default, demands it to be remedied and states that such notice is a "Notice of Default" and the Issuer does not cure such default within 60 days after receipt by the Issuer of such Notice of Default or such longer time as may be specified in such Notice of Default;

(4) the entry of an order for relief against the Issuer under the Bankruptcy Code by a court having jurisdiction in the premises or a decree or order by a court having jurisdiction in the premises adjudging the Issuer as bankrupt or insolvent under any other applicable Federal or state law, or the entry of a decree or order approving as properly filed a petition seeking reorganization, arrangement, adjustment or composition of or in respect of the Issuer under the Bankruptcy Code or any other applicable Federal or state law, or appointing a receiver, liquidator, assignee, trustee, sequestrator (or other similar official) of the Issuer or of any substantial part of their respective properties, or ordering the winding up or liquidation of their respective affairs, and the continuance of any such decree or order unstayed and in effect for a period of 90 consecutive days;

(5) the consent by the Issuer to the institution of bankruptcy or insolvency proceedings against any of them, or the filing by the Issuer of a petition or answer or consent seeking reorganization or relief under the Bankruptcy Code or any other applicable Federal or state law, or the consent by the Issuer to the filing of any such petition or to the appointment of a receiver, liquidator, assignee, trustee, sequestrator (or other similar official) of the Issuer or of any substantial part of their respective properties, or the making by the Issuer of an assignment for the benefit of creditors, or the admission by the Issuer in writing of the Issuer's inability to pay debts generally as they become due, or the taking of corporate action by the Issuer in furtherance of any such action; and

(6) (a) a failure to make any payment at maturity, including any applicable grace period, on any Indebtedness of the Issuer (other than Indebtedness of the Issuer owing to any of its Subsidiaries) outstanding in an amount in excess of $400 million or its foreign currency equivalent at the time and continuance of this failure to pay or (b) a default on any indebtedness of the Issuer (other than Indebtedness owing to any of its Subsidiaries), which default results in the acceleration of such Indebtedness in an amount in excess of $400 million or its foreign currency equivalent at the time without such Indebtedness having been discharged or the acceleration having been cured, waived, rescinded or annulled, in the case of clause (a) or (b) above; provided, however, that if any failure, default or acceleration referred to in clauses (a) or (b) ceases or is cured, waived, rescinded or annulled, then the Event of Default under this Indenture will be deemed cured.

The Issuer shall deliver to the Trustee, within 30 days after the occurrence thereof, written notice in the form of an Officer's Certificate of any event that with the giving of notice or the lapse of time or both would become an Event of Default, its status and what action the Issuer is taking or proposes to take with respect thereto. Upon becoming aware of any default or Event of Default, the Issuer is required to deliver to the Trustee a statement specifying such default or Event of Default.

No Event of Default with respect to a single series of Notes issued hereunder (and under or pursuant to any supplemental indenture or Board Resolution) necessarily constitutes an Event of Default with respect to any other series of Notes.

SECTION 4.02. Acceleration of Maturity; Rescission and Annulment.

(1) If any Event of Default (other than an Event of Default specified in clause (4) or (5) of Section 4.01) with respect to the Notes of any series occurs and is continuing, then either the Trustee or the Holders of not less than 25% in aggregate principal amount of the Outstanding Notes of such series may declare the principal of all Outstanding Notes of such series, and the interest to the date of acceleration, if any, accrued thereon, to be immediately due and payable by notice in writing to the Issuer (and to the Trustee if given by Holders) specifying the event of default. If an Event of Default described in clause (4) or (5) of Section 4.01 occurs, then the principal amount of all the Notes then outstanding and interest accrued thereon, if any, will become and be immediately due and payable without any declaration or other act on the part of the Trustee or the Holders of the Notes, to the fullest extent permitted by applicable law.

(2) At any time after such a declaration of acceleration has been made with respect to the Notes of any series and before a judgment or decree for payment of the money due has been obtained by the Trustee as hereinafter in this Article IV provided, the Holders of a majority in aggregate principal amount of the Outstanding Notes of such series by written notice to the Issuer and the Trustee, may rescind and annul such declaration and waive such event of default and its consequences, except with respect to a default in respect of a covenant or provision of this Indenture which cannot be modified or amended without the consent of the Holder of each Outstanding Note affected thereby, if:

(i) the Issuer has paid or deposited with the Trustee a sum sufficient to pay:

(a) all overdue installments of interest, if any, on such series of Notes,

(b) the principal of (and premium, if any, on) any such series of Notes which have become due otherwise than by such declaration of acceleration, and interest thereon at the rate prescribed therefor by the Notes of such series, to the extent that payment of such interest is lawful,

(c) interest on overdue installments of interest at the rate prescribed therefor by the Notes of such series to the extent that payment of such interest is lawful, and

(d) the reasonable compensation, expenses, disbursements and advances of the Trustee and its agents and counsel, and all other amounts due the Trustee under Section 5.07; and

(ii) all Events of Default, other than the non-payment of the principal, premium, if any, or interest of the Notes of such series which have become due solely by such acceleration, have been cured or waived as provided in Section 4.13.

SECTION 4.03. Collection of Indebtedness and Suits for Enforcement.

(1) The Issuer covenants that if:

(i) default is made in the payment of any installment of interest on any Note of any series when such interest becomes due and payable, or

(ii) default is made in the payment of (or premium, if any, on) the principal of any Note of any series at the Maturity thereof, and

(iii) any such default continues for any period of grace provided in relation to such default pursuant to Section 4.01, then, with respect to such series of Notes, the Issuer shall, upon demand of the Trustee, pay to it, for the benefit of the Holders of the Notes of such series, the whole amount then due and payable on all Notes of such series for principal (and premium, if any) and interest, together with interest (to the extent that payment of such interest shall be legally enforceable) upon the overdue principal (and premium, if any) and upon overdue installments of interest at the rate of interest prescribed therefor by the Notes of such series; and, in addition thereto, such further amount as shall be sufficient to cover the costs and expenses of collection, including the reasonable compensation, expenses, disbursements and advances of the Trustee, its agents and counsel and all other amounts due the Trustee under Section 5.07.

(2) If the Issuer fails to pay such amounts forthwith upon such demand, the Trustee, in its own name and as trustee of an express trust, may institute a judicial proceeding for the collection of the sums so due and unpaid, and may prosecute such proceeding to judgment or final decree, and may enforce the same against the Issuer or any other obligor upon such Notes and collect the money adjudged or decreed to be payable in the manner provided by law out of the property of the Issuer or any other obligor upon such Notes, wherever situated.

(3) If an Event of Default occurs and is continuing with respect to any series of Notes, the Trustee may in its discretion proceed to protect and enforce its rights and the rights of the Holders of such series of Notes by such appropriate judicial proceedings as the Trustee shall deem most effectual to protect and enforce any such rights, whether for the specific enforcement of any covenant or agreement in this Indenture or in aid of the exercise of any power granted herein, or to enforce any other proper remedy.

SECTION 4.04. Trustee May File Proofs of Claim.

(1) In case of the pendency of any receivership, insolvency, liquidation, bankruptcy, reorganization, arrangement, adjustment, composition, or other judicial proceeding relative to the Issuer or any obligor upon the Notes or the property of the Issuer or of such other obligor or their creditors, the Trustee (irrespective of whether the principal of the Notes shall then be due and payable as therein expressed or by declaration or otherwise and irrespective of whether the Trustee shall have made any demand on the Issuer for the payment of overdue principal or interest) shall be entitled and empowered, by intervention in such proceedings or otherwise,

(i) to file and prove a claim for the whole amount of principal, premium, if any, and interest owing and unpaid in respect of the Notes, and to file such other papers or documents as may be necessary and advisable in order to have the claims of the Trustee (including any claim for the reasonable compensation, expenses, disbursements, and advances of the Trustee, its agents and counsel, and all other amounts due the Trustee under Section 5.07) and of the Holders allowed in such judicial proceedings, and

(ii) to collect and receive any moneys or other property payable or deliverable on any such claims and to distribute the same; and any receiver, assignee, trustee, liquidator, sequestrator (or other similar official) in any such judicial proceeding is hereby authorized by each Holder to make such payments to the Trustee, and in the event that the Trustee shall consent to the making of such payments directly to the Holders, to pay to the Trustee any amount due to it for the reasonable compensation, expenses, disbursements and advances of the Trustee and its agent and counsel, and any other amounts due the Trustee under Section 5.07.

(2) Nothing herein contained shall be deemed to authorize the Trustee to authorize or consent to or accept or adopt on behalf of any Holder any plan of reorganization, arrangement, adjustment or composition affecting the Notes or the rights of any Holder thereof, or to authorize the Trustee to vote in respect of the claim of any Holder in any such proceeding.

SECTION 4.05. Trustee May Enforce Claims Without Possession of Notes. All rights of action and claims under this Indenture or the Notes of any series may be prosecuted and enforced by the Trustee without the possession of any of the Notes of such series or the production thereof in any proceeding relating thereto, and any such proceeding instituted by the Trustee shall be brought in its own name as trustee of an express trust, and any recovery of judgment shall, after provision for the payment of the reasonable compensation, expenses, disbursements and advances of the Trustee and its agents and counsel, be for the ratable benefit of the Holders of the Notes of such series.

SECTION 4.06. Application of Money Collected. Any money or property collected by the Trustee from the Issuer pursuant to this Article IV shall be applied in the following order, at the date or dates fixed by the Trustee and, in case of the distribution of such money on account of principal, premium, if any, or interest, if any, upon presentation of the Notes of any series and the notation thereon of the payment, if only partially paid, and upon surrender thereof, if fully paid:

First: To the payment of all amounts due the Trustee under Section 5.07.

Second: To the payment of the amounts then due and unpaid upon such series of Notes for principal, premium, if any, and interest, in respect of which or for the benefit of which such money has been collected, ratably, without preference or priority of any kind.

Third: To the Issuer.

SECTION 4.07. Limitation on Suits. No Holder of any Note of any series may institute any action under this Indenture, unless and until:

(1) such Holder has given the Trustee written notice of a continuing Event of Default with respect to the Notes of such series;

(2) the Holders of at least 25% in aggregate principal amount of the Outstanding Notes of such series have made a written request to the Trustee to institute proceedings in respect of such Event of Default in its own name as Trustee hereunder;

(3) such Holder or Holders has or have offered the Trustee, and if requested, provided indemnity or security reasonably satisfactory to the Trustee against the costs, expenses and liabilities to be incurred in compliance with such request;

(4) the Trustee has failed to institute any such proceeding for 60 days after its receipt of such notice, request and offer of indemnity; and

(5) no inconsistent direction has been given to the Trustee during such 60-day period by the Holders of a majority in aggregate principal amount of the Outstanding Notes of such series;

it being understood and intended that no one or more Holders of Notes of any series shall have any right in any manner whatever by virtue of, or by availing of, any provision of this Indenture to affect, disturb or prejudice the rights of any other Holders of Notes of such series, or to obtain or to seek to obtain priority or preference over any other such Holders or to enforce any right under this Indenture, except in the manner herein provided and for the equal and proportionate benefit of all the Holders of all Notes of such series.

SECTION 4.08. Unconditional Right of Holders to Receive Payment of Principal, Premium (if any) and Interest. Notwithstanding any other provision in this Indenture, the Holder of any Note shall have the right, which is absolute and unconditional, to receive payment of the principal, premium, if any, and (subject to Section 2.06) interest on such Note on or after the Maturity Date (or, in the case of redemption, on or after the Redemption Date) and to institute suit for the enforcement of any such payment on or after such respective date, and such right shall not be impaired or affected without the consent of such Holder.

SECTION 4.09. Restoration of Rights and Remedies. If the Trustee or any Holder has instituted any proceeding to enforce any right or remedy under this Indenture and such proceeding has been discontinued or abandoned for any reason, then and in every such case the Issuer, the Trustee and the Holders shall, subject to any determination in such proceeding, be restored severally and respectively to their former positions hereunder, and thereafter all rights and remedies of the Trustee and the Holders shall continue as though no such proceeding had been instituted.

SECTION 4.10. Rights and Remedies Cumulative. Except as provided in Section 2.05(5), no right or remedy herein conferred upon or reserved to the Trustee or to the Holders is intended to be exclusive of any other right or remedy, and every right or remedy shall, to the extent permitted by law, be cumulative and in addition to every other right and remedy given hereunder or now or hereafter existing at law or in equity or otherwise. The assertion or employment of any right or remedy hereunder, or otherwise, shall not prevent the concurrent assertion or employment of any other appropriate right or remedy.

SECTION 4.11. Delay or Omission Not Waiver. No delay or omission of the Trustee or of any Holder of any Note to exercise any right or remedy accruing upon any Event of Default shall impair any such right or remedy or constitute a waiver of any such Event of Default or an acquiescence therein. Every right and remedy given by this Article IV or by law to the Trustee or to the Holders may be exercised from time to time, and as often as may be deemed expedient, by the Trustee or by the Holders, as the case may be.

SECTION 4.12. Control by Holders. The Holders of not less than a majority in aggregate principal amount of the Outstanding Notes of any series shall have the right to direct the time, method, and place of conducting any proceeding for any remedy available to the Trustee or of exercising any trust or power conferred on the Trustee with respect to the Notes of such series provided that:

(1) the Trustee is offered, and, if requested, provided indemnity or security satisfactory to the Trustee against any loss, liability or expense;

(2) the Trustee shall have the right to decline to follow any such direction if the Trustee, being advised by counsel, determines that the action so directed may not lawfully be taken or would conflict with this Indenture or if the Trustee in good faith shall, by a Responsible Officer, determine that the proceedings so directed would involve it in personal liability or be unjustly prejudicial to the Holders not taking part in such direction, and

(3) the Trustee may take any other action deemed proper by the Trustee which is not inconsistent with such direction.

Prior to taking any such action hereunder, the Trustee shall be entitled to indemnity or security satisfactory to the Trustee against all fees, losses, liabilities and expenses (including attorneys' fees and expenses) incurred or to be incurred by taking such action.

SECTION 4.13. Waiver of Past Defaults. Subject to Section 4.02, the Holders of not less than a majority in aggregate principal amount of the Outstanding Notes of any series may, on behalf of the Holders of all Notes of such series, waive any past default hereunder with respect to the Notes of such series, except a default not theretofore cured:

(1) in the payment of principal, premium, if any, or interest on any Notes of such series, or

(2) in respect of a covenant or provision in this Indenture which, under Article VIII, cannot be modified without the consent of the Holder of each Outstanding Note of such series.

Upon any such waiver, such default shall cease to exist, and any Event of Default arising therefrom shall be deemed to have been cured, for every purpose of this Indenture; but no such waiver shall extend to any subsequent or other default or impair any right consequent thereon.

SECTION 4.14. Undertaking for Costs. All parties to this Indenture agree, and each Holder of any Note by his acceptance thereof shall be deemed to have agreed, that any court may in its discretion require, in any suit for the enforcement of any right or remedy under this Indenture, or in any suit against the Trustee for any action taken or omitted by it as Trustee, the filing by any party litigant in such suit of an undertaking to pay the costs of such suit, and that such court may in its discretion assess reasonable costs, including reasonable attorneys' fees, against any party litigant in such suit, having due regard to the merits and good faith of the claims or defenses made by such party litigant; but the provisions of this Section 4.14 shall not apply to any suit instituted by the Trustee, to any suit instituted by any Holder or group of Holders holding in the aggregate more than 10% in principal amount of the Outstanding Notes of any series to which the suit relates, or to any suit instituted by any Holder pursuant to Section 4.08.

SECTION 4.15. Waiver of Stay or Extension Laws. The Issuer covenants (to the extent that it may lawfully do so) that it will not at any time insist upon, or plead, or in any manner whatsoever claim or take the benefit or advantage of, any stay or extension law (other than any bankruptcy law) wherever enacted, now or at any time hereafter in force, which may affect the covenants or the performance of this Indenture; and the Issuer (to the extent that it may lawfully do so) hereby expressly waives all benefit or advantage of any such law, and covenants that it will not hinder, delay or impede the execution of any power herein granted to the Trustee, but will suffer and permit the execution of every such power as though no such law had been enacted.

ARTICLE V
THE TRUSTEE

SECTION 5.01. Certain Duties and Responsibilities of Trustee.

(1) Except during the continuance of an Event of Default with respect to a series of Notes:

(i) the Trustee undertakes to perform such duties and only such duties with respect to such series of Notes as are specifically set forth in this Indenture, and no implied covenants or obligations with respect to such series of Notes shall be read into this Indenture against the Trustee; and

(ii) in the absence of negligence and willful misconduct on its part, the Trustee may conclusively rely, as to the truth of the statements and the correctness of the opinions expressed therein, upon certificates or opinions furnished to the Trustee and conforming to the requirements of this Indenture; but in the case of any such certificates or opinions which by any provision hereof are specifically required to be furnished to the Trustee, the Trustee shall be under a duty to examine the same to determine whether or not they conform to the requirements of this Indenture.

(2) If an Event of Default with respect to a series of Notes has occurred and is continuing, the Trustee shall exercise such of the rights and powers vested in it by this Indenture with respect to such series of Notes and any indenture supplemental hereto relating to such series of Notes, and use the same degree of care and skill in their exercise, as a prudent person would exercise or use under the circumstances in the conduct of his or her own affairs.

(3) No provision of this Indenture shall be construed to relieve the Trustee from liability for its own negligent action, its own negligent failure to act, or its own willful misconduct, except that:

(i) this Subsection shall not be construed to limit the effect of Section 5.01(1);

(ii) the Trustee shall not be liable for any error of judgment made in good faith by a Responsible Officer, unless it shall be proved that the Trustee was negligent in ascertaining the pertinent facts;

(iii) the Trustee shall not be liable with respect to any action taken or omitted to be taken by it in good faith in accordance with the direction of the Holders of not less than a majority in aggregate principal amount of the Outstanding Notes of any series relating to the time, method, and place of conducting any proceeding for any remedy available to the Trustee with respect to such series of Notes, or exercising any trust or power conferred upon the Trustee, under this Indenture with respect to such series of Notes; and

(iv) no provision of this Indenture shall require the Trustee to expend or risk its own funds or otherwise incur any financial loss, expense or liability in the performance of any of its duties hereunder, or in the exercise of any of its rights or powers, if it shall have reasonable grounds for believing that repayment of such funds or adequate indemnity against such risk or liability is not reasonably assured to it.

(4) Whether or not therein expressly so provided, every provision of this Indenture relating to the conduct or affecting the liability of or affording protection to the Trustee shall be subject to the provisions of this Section 5.01.

SECTION 5.02. Notice of Defaults. Within 90 days after the occurrence of any default hereunder with respect to any series of Notes for which a Responsible Officer has actual knowledge, the Trustee shall transmit by mail to all Holders of Notes of such series, as their names and addresses appear in the Security Register (or give electronically or pursuant to the procedures of the Depositary), notice of such default hereunder known to the Trustee, unless such default shall have been cured or waived; provided however, that, except in the case of a default in the payment of the principal of or interest or premium, if any, on any Note of such series, the Trustee shall be protected in withholding such notice if and so long as the Trustee determines in good faith that the withholding of such notice is in the interests of the Holders of the Outstanding Notes of such series, and provided further that, in the case of any default of the type specified in clause (3) of Section 4.01, no such notice to Holders of Notes of such series shall be given until at least 60 days after the occurrence thereof. For the purpose of this Section 5.02, the term "default" means any event which is, or after notice or lapse of time or both would become, an Event of Default.

SECTION 5.03. Certain Rights of Trustee. Except as otherwise provided in Section 5.01:

(1) the Trustee may rely and shall be protected in acting or refraining from acting upon any resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, bond, debenture or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or parties;

(2) any request or direction of the Issuer described herein shall be sufficiently evidenced by a Company Request or Company Order and any resolution of the Board of Directors may be sufficiently evidenced by a Board Resolution;

(3) whenever in the administration of this Indenture the Trustee shall deem it desirable that a matter be proved or established prior to taking, suffering or omitting any action hereunder, the Trustee (unless other evidence be herein specifically prescribed) may, in the absence of negligence and willful misconduct on its part, rely upon an Officer's Certificate;

(4) the Trustee may consult with counsel of its selection and any Opinion of Counsel shall be full and complete authorization and protection in respect of any action taken, suffered or omitted by it hereunder in good faith and in reliance thereon;

(5) the Trustee shall be under no obligation to exercise any of the rights or powers vested in it by this Indenture at the request or direction of any of the Holders pursuant to this Indenture, unless such Holders shall have offered, and, if requested, provided to the Trustee security or indemnity satisfactory to the Trustee against the losses, costs, expenses and liabilities which might be incurred by it in compliance with such request or direction;

(6) the Trustee shall not be bound to make any investigation into the facts or matters stated in any resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, bond, debenture or other paper or document, but the Trustee, in its discretion, may make such further inquiry or investigation into such facts or matters as it may see fit, and, if the Trustee shall determine to make such further inquiry or investigation, it shall be entitled to examine the books, records and premises of the Issuer, personally or by agent or attorney;

(7) the Trustee may execute any of the trusts or powers hereunder or perform any duties hereunder either directly or by or through agents or attorneys and the Trustee shall not be responsible for any misconduct or negligence on the part of any agent or attorney appointed with due care by it hereunder;

(8) the permissive rights of the Trustee enumerated herein shall not be construed as duties.

(9) the Trustee shall not be responsible or liable for special, indirect or consequential loss or damage of any kind whatsoever (including, but not limited to, loss or profit irrespective of whether the Trustee has been advised of the likelihood of such loss or damage and regardless of the form of action;

(10) the Trustee shall not be required to give any note, bond, or surety in respect of the execution of the trusts and powers under this Indenture;

(11) the Trustee shall not be responsible or liable for any failure or delay in the performance of its obligations under this Indenture arising out of or caused, directly or indirectly, by circumstances beyond its control, including, without limitation, strikes, work stoppages, accidents, or acts of God; earthquakes; fire; flood; terrorism; wars and other military disturbances, sabotage; epidemics; pandemics; riots; interruptions; loss or malfunction of utilities; computer (hardware or software) or communication services; accidents; labor disputes; acts of civil or military authorities and governmental action; and

(12) the rights, privileges, protections, immunities and benefits given to the Trustee, including, without limitation, its right to be indemnified, are extended to, and shall be enforceable by, the Trustee in each of its capacities hereunder, and each agent, custodian and other Person employed to act hereunder.

SECTION 5.04. Not Responsible for Recitals or Issuance of Notes. The recitals contained herein and in the Notes, except the certificates of authentication, shall be taken as the statements of the Issuer, and the Trustee assumes no responsibility for their correctness. The Trustee makes no representations as to the validity or sufficiency of this Indenture or of the Notes. The Trustee shall not be accountable for the use or application by the Issuer of the Notes or the proceeds thereof. The Trustee shall not be charged with notice or knowledge of any Event of Default under clause (5) of Section 4.01 or of the identity of a Significant Subsidiary of the Issuer unless either (i) a Responsible Officer of the Trustee assigned to and working in its Corporate Trust Office shall have actual knowledge thereof or (ii) notice thereof shall have been given to the Trustee in accordance with Section 1.05 from the Issuer or any Holder.

SECTION 5.05. May Hold Notes. The Trustee or any Paying Agent, Registrar, or other agent of the Issuer, in its individual or any other capacity, may become the owner or pledgee of Notes and, subject to Sections 5.08 and 5.12, may otherwise deal with the Issuer with the same rights it would have if it were not Trustee, Paying Agent, Registrar, or such other agent.

SECTION 5.06. Money Held in Trust. Money held by the Trustee in trust hereunder need not be segregated from other funds except to the extent required by law. Neither the Trustee nor any Paying Agent shall be under any liability for interest on any money received by it hereunder except as otherwise agreed with the Issuer.

SECTION 5.07. Compensation and Reimbursement. The Issuer covenants and agrees:

(1) to pay the Trustee from time to time, and the Trustee shall be entitled to, compensation as may be agreed in writing for all services rendered by it hereunder (which compensation shall not be limited by any provision of law in regard to the compensation of a trustee of an express trust);

(2) except as otherwise expressly provided herein, to reimburse the Trustee upon its request for all reasonable expenses, disbursements and advances incurred or made by the Trustee in accordance with any provision of this Indenture (including the reasonable compensation and the reasonable expenses and disbursements of its agents and counsel), except any such expense, disbursement or advance as may be attributable to its negligence and willful misconduct, as determined by a final, non-appealable order of a court of competent jurisdiction; and

(3) to indemnify the Trustee for, and to hold it harmless against, any loss, liability or expense incurred without negligence and willful misconduct on its part, arising out of or in connection with the acceptance or administration of this trust, including the reasonable costs and expenses of defending itself against any claim or liability in connection with the exercise or performance of any of its powers or duties hereunder.

The Trustee shall have a lien prior to the Notes upon all property and funds held by it hereunder for any amount owing it or any retiring Trustee pursuant to this Section 5.07, except with respect to funds held in trust for the benefit of the Holders of particular Notes.

Without prejudice to any other rights available to the Trustee under applicable law, when the Trustee incurs expenses or renders services in connection with an Event of Default specified in clause (4) or (5) of Section 4.01, such expenses (including the reasonable charges and expenses of its counsel) and compensation for such services are intended to constitute expenses of administration under any applicable Federal or State bankruptcy, insolvency, reorganization, or other similar law.

The provisions of this Section shall survive the termination of this Indenture and the resignation or removal of the Trustee.

SECTION 5.08. Disqualification; Conflicting Interests. If the Trustee has or shall acquire any conflicting interest within the meaning of the Trust Indenture Act, it shall either eliminate such interest or resign as Trustee, to the extent and in the manner provided by, and subject to the provisions of, the Trust Indenture Act and this Indenture. The Trustee is subject to and shall comply with the provisions of Section 310(b) of the TIA during the period of time required by this Indenture. Nothing in this Indenture shall prevent the Trustee from filing with the SEC the application referred to in the penultimate paragraph of Section 310(b) of the TIA.

SECTION 5.09. Corporate Trustee Required; Eligibility. There shall at all times be a Trustee hereunder that shall be a corporation organized and doing business under the laws of the United States of America or of any State or Territory thereof or of the District of Columbia, authorized under such laws to exercise corporate trust powers, having a combined capital and surplus of at least $100,000,000, and subject to supervision or examination by Federal or State authority. If such corporation publishes reports of condition at least annually, pursuant to law or to the requirements of the aforesaid supervising or examining authority, then for the purposes of this Section 5.09, the combined capital and surplus of such corporation shall be deemed to be its combined capital and surplus as set forth in its most recent report of condition so published. If at any time the Trustee shall cease to be eligible in accordance with the provisions of this Section 5.09, it shall resign immediately in the manner and with the effect hereinafter specified in this Article V.

SECTION 5.10. Resignation and Removal; Appointment of Successor.

(1) No resignation or removal of the Trustee and no appointment of a successor Trustee pursuant to this Article V shall become effective until the acceptance of appointment by the successor Trustee in accordance with the applicable requirements of Section 5.11.

(2) The Trustee may resign at any time with respect to the Notes of one or more series by giving written notice thereof to the Issuer. If the instrument of acceptance by a successor Trustee required by Section 5.11 shall not have been delivered to the Trustee within 30 days after the giving of such notice of resignation, the resigning Trustee may petition any court of competent jurisdiction for the appointment of a successor Trustee with respect to the Notes of such series.

(3) The Trustee may be removed at any time with respect to the Notes of any series by Act of the Holders of 66 2/3% in aggregate principal amount of the Outstanding Notes of such series, delivered to the Trustee and to the Issuer.

(4) If at any time:

(i) the Trustee shall fail to comply with Section 5.08 after written request therefor by the Issuer or by any Holder who has been a bona fide Holder of a Note for at least six months, or

(ii) the Trustee shall cease to be eligible under Section 5.09 and shall fail to resign after written request therefor by the Issuer or by any such Holder, or

(iii) the Trustee shall become incapable of acting or shall be adjudged a bankrupt or insolvent or a receiver of the Trustee or of its property shall be appointed or any public officer shall take charge or control of the Trustee or of its property or affairs for the purpose of rehabilitation, conservation or liquidation, then, in any such case, (A) the Issuer by a Board Resolution may remove the Trustee with respect to all Notes, or (B) subject to Section 4.14, any Holder who has been a bona fide Holder of a Note for at least six months may, on behalf of himself and all others similarly situated, petition any court of competent jurisdiction for the removal of the Trustee with respect to all Notes and the appointment of a successor Trustee or Trustees.

(5) If the Trustee shall resign, be removed or become incapable of acting, or if a vacancy shall occur in the office of Trustee for any cause, with respect to the Notes of one or more series, the Issuer, by a Board Resolution, shall promptly appoint a successor Trustee or Trustees with respect to the Notes of that or those series (it being understood that any such successor Trustee may be appointed with respect to the Notes of one or more or all of such series and that at any time there shall be only one Trustee with respect to the Notes of any particular series) and shall comply with the applicable requirements of Section 5.11. If, within one year after such resignation, removal or incapability, or the occurrence of such vacancy, a successor Trustee with respect to the Notes of any series shall be appointed by Act of the Holders of 66 2/3% in aggregate principal amount of the Outstanding Notes of such series delivered to the Issuer and the retiring Trustee, the successor Trustee so appointed shall, forthwith upon its acceptance of such appointment in accordance with the applicable requirements of Section 5.11, become the successor Trustee with respect to the Notes of such series and to that extent supersede the successor Trustee appointed by the Issuer. If no successor Trustee with respect to the Notes of any series shall have been so appointed by the Issuer or the Holders and accepted appointment in the manner required by Section 5.11, any Holder who has been a bona fide Holder of a Note of such series for at least six months may, on behalf of himself and all others similarly situated, petition any court of competent jurisdiction for the appointment of a successor Trustee with respect to the Notes of such series.

(6) The Issuer shall give notice of each resignation and each removal of the Trustee with respect to the Notes of any series and each appointment of a successor Trustee with respect to the Notes of any series to all Holders of Notes of such series in the manner provided in Section 1.06. Each notice shall include the name of the successor Trustee with respect to the Notes of such series and the address of its Corporate Trust Office.

SECTION 5.11. Acceptance of Appointment by Successor. In case of the appointment hereunder of a successor Trustee with respect to all Notes, every such successor Trustee so appointed shall execute, acknowledge and deliver to the Issuer and to the retiring Trustee an instrument accepting such appointment, and thereupon the resignation or removal of the retiring Trustee shall become effective and such successor Trustee, without any further act, deed or conveyance, shall become vested with all the rights, powers, trusts and duties of the retiring Trustee; but, on the request of the Issuer or the successor Trustee, such retiring Trustee shall, upon payment of its reasonable charges and subject to its lien, if any, provided by Section 5.07, execute and deliver an instrument transferring to such successor Trustee all the rights, powers and trusts of the retiring Trustee and shall duly assign, transfer and deliver to such successor Trustee all property and money held by such retiring Trustee hereunder.

In case of the appointment hereunder of a successor Trustee with respect to the Notes of one or more (but not all) series, the Issuer, the retiring Trustee and each successor Trustee with respect to the Notes of one or more series shall execute and deliver an indenture supplemental hereto wherein each successor Trustee shall accept such appointment and which (1) shall contain such provisions as shall be necessary or desirable to transfer and confirm to, and to vest in, each successor Trustee all the rights, powers, trusts and duties of the retiring Trustee with respect to the Notes of that or those series to which the appointment of such successor Trustee relates, (2) if the retiring Trustee is not retiring with respect to all Notes, shall contain such provisions as shall be deemed necessary or desirable to confirm that all the rights, powers, trusts and duties of the retiring Trustee with respect to the Notes of that or those series as to which the retiring Trustee is not retiring shall continue to be vested in the retiring Trustee, and (3) shall add to or change any of the provisions of this Indenture as shall be necessary to provide for or facilitate the administration of the trusts hereunder by more than one Trustee, it being understood that nothing herein or in such supplemental indenture shall constitute such Trustees co-trustees of the same trust and that each such Trustee shall be trustee of a trust or trusts hereunder separate and apart from any trust or trusts hereunder administered by any other such Trustee; and upon the execution and delivery of such supplemental indenture the resignation or removal of the retiring Trustee shall become effective to the extent provided therein and each such successor Trustee, without any further act, deed or conveyance, shall become vested with all the rights, powers, trusts and duties of the retiring Trustee with respect to the Notes of that or those series to which the appointment of such successor Trustee relates; but, on request of the Issuer or any successor Trustee, such retiring Trustee shall duly assign, transfer and deliver to such successor Trustee all property and money held by such retiring Trustee hereunder with respect to the Notes of that or those series to which the appointment of such successor Trustee relates.

Upon request of any such successor Trustee, the Issuer shall execute any and all instruments for more fully and certainly vesting in and confirming to such successor Trustee all such rights, powers and trusts referred to in the first or second preceding paragraph, as the case may be.

No successor Trustee shall accept its appointment unless at the time of such acceptance such successor Trustee shall be qualified and eligible under this Article V.

SECTION 5.12. Merger, Conversion, Consolidation or Succession to Business. Any entity into which the Trustee may be merged or converted or with which it may be consolidated, or any corporation resulting from any merger, conversion or consolidation to which the Trustee shall be a party, or any corporation succeeding to all or substantially all of the corporate trust business of the Trustee, shall be the successor of the Trustee hereunder; provided that such entity shall be otherwise qualified and eligible under this Article V, without the execution or filing of any paper or any further act on the part of any of the parties hereto. In case any Notes shall have been authenticated, but not delivered, by the Trustee then in office, any successor Trustee by merger, conversion or consolidation to such authenticating Trustee may adopt such authentication and deliver the Notes so authenticated with the same effect as if such successor Trustee had itself authenticated such Notes.

SECTION 5.13. Preferential Collection of Claims Against Issuer. If and when the Trustee shall be or shall become a creditor of the Issuer (or of any other obligor upon the Notes), the Trustee shall be subject to the provisions of the Trust Indenture Act regarding the collection of claims against the Issuer (or against any such other obligor, as the case may be).

SECTION 5.14. Appointment of Authenticating Agent.

(1) At any time when any of the Notes remain Outstanding the Trustee, with the approval of the Issuer, may appoint an Authenticating Agent or Agents with respect to one or more series of Notes which shall be authorized to act on behalf of the Trustee to authenticate Notes of such series issued upon exchange, registration of transfer or partial redemption thereof or pursuant to Section 2.05, and Notes so authenticated shall be entitled to the benefits of this Indenture and shall be valid and obligatory for all purposes as if authenticated by the Trustee hereunder. Wherever reference is made in this Indenture to the authentication and delivery of Notes by the Trustee or the Trustee's certificate of authentication, such reference shall be deemed to include authentication and delivery on behalf of the Trustee by an Authenticating Agent and a certificate of authentication executed on behalf of the Trustee by an Authenticating Agent. Each Authenticating Agent shall be acceptable to the Issuer and shall at all times be a corporation organized and doing business under the laws of the United States of America, any state thereof or the District of Columbia, authorized under such laws to act as an Authenticating Agent, having a combined capital and surplus of not less than $100,000,000 and, if other than the Issuer itself, subject to supervision or examination by Federal or State authority. If such Authenticating Agent publishes reports of condition at least annually, pursuant to law or to the requirements of said supervising or examining authority, then for the purposes of this Section 5.14, the combined capital and surplus of such Authenticating Agent shall be deemed to be its combined capital and surplus as set forth in its most recent report of condition so published. If at any time an Authenticating Agent shall cease to be eligible in accordance with the provisions of this Section 5.14, such Authenticating Agent shall resign immediately in the manner and with the effect specified in this Section 5.14.

(2) Any entity into which an Authenticating Agent may be merged or converted or with which it may be consolidated, or any entity resulting from any merger, conversion or consolidation to which such Authenticating Agent shall be a party, or any entity succeeding to the corporate agency or corporate trust business of an Authenticating Agent, shall continue to be an Authenticating Agent, provided such entity shall be otherwise eligible under this Section 5.14, without the execution or filing of any paper or any further act on the part of the Trustee or the Authenticating Agent.

(3) An Authenticating Agent may resign at any time by giving written notice thereof to the Trustee and, if other than the Issuer, to the Issuer. The Trustee may at any time terminate the agency of an Authenticating Agent by giving written notice thereof to such Authenticating Agent and, if other than the Issuer, to the Issuer. Upon receiving such a notice of resignation or upon such a termination, or in case at any time such Authenticating Agent shall cease to be eligible in accordance with the provisions of this Section 5.14, the Trustee, with the approval of the Issuer, may appoint a successor Authenticating Agent which shall be acceptable to the Issuer and shall mail written notice of such appointment by first-class mail, postage prepaid, to all Holders of Notes of the series with respect to which such Authenticating Agent will serve, as their names and addresses appear in the Security Register (or shall give such notice electronically or pursuant to the procedures of the Depositary). Any successor Authenticating Agent upon acceptance of its appointment hereunder shall become vested with all the rights, powers and duties of its predecessor hereunder, with like effect as if originally named as an Authenticating Agent. No successor Authenticating Agent shall be appointed unless eligible under the provisions of this Section 5.14.

(4) The Issuer agrees to pay to each Authenticating Agent from time to time reasonable compensation for its services under this Section 5.14.

(5) If an appointment is made pursuant to this Section 5.14, the Notes may have endorsed thereon, in addition to the Trustee's certificate of authentication, an alternate certificate of authentication in the following form:

This is one of the Notes referred to in the within-mentioned Indenture.

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, as Trustee

By: _____
As Authenticating Agent
Authorized signatory

ARTICLE VI
HOLDERS' LISTS AND REPORTS BY TRUSTEE AND ISSUER

SECTION 6.01. Issuer to Furnish Trustee Names and Addresses of Holders. The Issuer will furnish or cause to be furnished to the Trustee:

(1) semi-annually, not more than 15 days after the Record Date for the payment of interest in respect of each series of Notes, in such form as the Trustee may reasonably require, a list of the names and addresses of the Holders of such Notes as of such date, and

(2) at such other times as the Trustee may request in writing, within 30 days after the receipt by the Issuer of any such request, a list of similar form and content as of a date not more than 15 days prior to the time such list is furnished, provided that, in the case of (1) and (2), if the Trustee shall be the Registrar, such list shall not be required to be furnished.

SECTION 6.02. Preservation of Information; Communications to Holders.

(1) The Trustee shall preserve, in as current a form as is reasonably practicable, the names and addresses of Holders of Notes of each series contained in the most recent list furnished to the Trustee as provided in Section 6.01 and the names and addresses of Holders of Notes received by the Trustee. The Trustee may destroy any list furnished to it as provided in Section 6.01 upon receipt of a new list so furnished.

(2) Holders of Notes may communicate as provided in Section 312(b) of the Trust Indenture Act with other Holders of Notes with respect to their rights under this Indenture or under the Notes.

(3) Every Holder of Notes, by receiving and holding the same, agrees with the Issuer that the Issuer shall not be held accountable by reason of the disclosure of any such information as to the names and addresses of the Holders of Notes in accordance with Section 6.02(2), regardless of the source from which such information was derived.

SECTION 6.03. Reports by Trustee.

(1) Within 60 days after May 15 of each year commencing with the first May 15 following the date of the initial issuance of Notes under this Indenture, the Trustee shall transmit by mail to the Holders of Notes as their names and addresses appear in the Security Register, a brief report dated as of such May 15, to the extent required under Section 313(a) of the Trust Indenture Act.

(2) The Trustee shall comply with Sections 313(b) and 313(c) of the Trust Indenture Act.

(3) A copy of each such report shall, at the time for such transmission to Holders of Notes, be filed by the Trustee with the Issuer, with each stock exchange upon which any Notes are listed (if so listed) and also with the Commission. The Issuer agrees to promptly notify the Trustee when any Notes become listed on any stock exchange and of any delisting thereof.

SECTION 6.04. Reports by Issuer.

The Issuer shall comply with the provisions of Section 314(a) and 314(c) of the TIA. Delivery of such reports, information and documents to the Trustee pursuant to TIA Section 314(a)(1), (2) and/or (3) shall be for informational purposes only and the Trustee's receipt of such shall not constitute constructive notice of any information contained therein or matters determinable from information contained therein, including the Issuer's compliance with any of its covenants hereunder (as to which the Trustee is entitled to rely exclusively on Officer's Certificates provided pursuant to Section 6.05 below). The Trustee is under no duty to examine such reports, information or documents to ensure compliance with the provisions of this Indenture or to ascertain the correctness or otherwise of the information or the statements contained herein, or whether any such reports, information or documents have or have not been provided as required by the TIA. The Trustee is entitled to assume such compliance with the TIA unless a Responsible Officer of the Trustee is informed otherwise.

SECTION 6.05. Compliance Certificate.

(1) The Issuer shall deliver to the Trustee, within 90 days after the end of each fiscal year, an Officer's Certificate stating that a review of the activities of the Issuer during the preceding fiscal year has been made under the supervision of the signing Officer with a view to determining whether the Issuer has kept, observed, performed and fulfilled its obligations under this Indenture, and further stating, as to each such Officer signing such certificate, that to the best of his or her knowledge the Issuer has kept, observed, performed and fulfilled each and every covenant contained in this Indenture and is not in default in the performance or observance of any of the terms, provisions and conditions of this Indenture (or, if a default or Event of Default has occurred, describing such default or Event of Default of which he or she may have knowledge and what action the Issuer is taking or proposes to take with respect thereto).

(2) So long as any of the Notes are outstanding, the Issuer will deliver to the Trustee, forthwith upon any Officer becoming aware of any default or Event of Default, and what action the Issuer is taking or proposes to take with respect thereto.

(3) Except with respect to receipt of Note payments when due and any default or Event of Default information contained in the Officer's Certificates delivered to it pursuant to this Section 6.05, the Trustee shall have no duty to review, ascertain or confirm the Issuer's compliance with, or the breach of any representation, warranty or covenant made in this Indenture.

ARTICLE VII
CONSOLIDATION, MERGER OR TRANSFER

SECTION 7.01. When Issuer May Merge or Transfer Assets. The Issuer may not consolidate or merge with or into another entity, or sell, lease, convey, transfer or otherwise dispose of all or substantially all of the Issuer's and its Subsidiaries' property and assets (taken as a whole) to another entity unless:

(1) either (a) the Issuer shall be the continuing Person or (b) the Person (if other than the Issuer) formed by such consolidation or into which the Issuer is merged or to which all or substantially all of the properties and assets of the Issuer and its Subsidiaries (taken as a whole) are sold, leased, conveyed, transferred or otherwise disposed of (i) shall be a Person organized and existing under the laws of the United States or any state thereof or the District of Columbia and (ii) shall expressly assume, by an indenture supplemental hereto, executed and delivered to the Trustee, in form satisfactory to the Trustee, all of the obligations of the Issuer under the Notes and this Indenture;

(2) immediately after giving effect to such transaction, no Event of Default, and no default or other event which, after notice or lapse of time or both, would become a default or Event of Default, shall have occurred and be continuing;

(3) if, as a result of any consolidation, merger, sale or lease, conveyance or transfer described in this Section 7.01, properties or assets of the Issuer would become subject to any lien which would not be permitted by Section 9.06 without equally and ratably securing the Notes of such series, the Issuer or such successor Person, as the case may be, will take steps as are necessary to effectively secure the Notes of such series equally and ratably with, or prior to, all Indebtedness secured by those liens as and to the extent required by Section 9.06; and

(4) the Issuer shall have delivered to the Trustee an Officer's Certificate and an Opinion of Counsel, each stating that all conditions precedent herein provided for relating to such transaction have been complied with.

SECTION 7.02. Successor Entity Substituted. The successor Person formed by such consolidation or into which the Issuer is merged or any successor Person to which such sale, lease, conveyance, transfer or disposition of all or substantially all of its and its Subsidiaries' assets (taken as a whole) is made, in each case other than a lease, shall succeed to, and be substituted for, and may exercise every right and power of the Issuer under this Indenture with the same effect as if such successor had been named as the Issuer herein; and thereafter the Issuer shall be discharged and released from all obligations and covenants under this Indenture and the Notes. The Trustee shall enter into a supplemental indenture to evidence the succession and substitution of such successor Person and such discharge and release of the Issuer.

ARTICLE VIII
SUPPLEMENTAL INDENTURES

SECTION 8.01. Supplemental Indentures Without Consent of Holders. Without the consent of the Holders of any Notes, the Issuer and the Trustee, at any time and from time to time, may enter into one or more indentures supplemental hereto, in form satisfactory to the Trustee, for any of the following purposes:

(1) to evidence the succession of another Person to the Issuer and the assumption by any such successor of the covenants of the Issuer under this Indenture and the Notes pursuant to Article VII;

(2) to add to the covenants of the Issuer for the benefit of Holders of the Notes or to surrender any right or power conferred upon the Issuer;

(3) to add any additional events of default for the benefit of Holders of the Notes;

(4) to add to or change any of the provisions of this Indenture as necessary to permit or facilitate the issuance of Notes in bearer form, registrable or not registrable as to principal, and with or without interest coupons, or to permit or facilitate the issuance of Notes in uncertificated form, or relating to the transfer and legending of Notes;

(5) to secure the Notes or to add guarantees of the Notes;

(6) to add or appoint a successor or separate Trustee;

(7) to cure any ambiguity, defect, mistake or inconsistency;

(8) to supplement any of the provisions of this Indenture as necessary to permit or facilitate the Defeasance (whether Legal Defeasance or Covenant Defeasance) or Discharge of any series of Notes pursuant to Section 3.01 or Section 3.02;

(9) to make any other change that would not adversely affect the contractual rights of any Holders of the Notes of the applicable series;

(10) to make any change necessary to comply with any requirement of the Commission in connection with the qualification of this Indenture or any supplemental Indenture under the TIA;

(11) to conform any provision in this Indenture, or in the Board Resolution, Officer's Certificate or supplemental indenture establishing the Notes of any series, or the terms of the Notes of any series, to the prospectus supplement, offering memorandum, offering circular or any other document pursuant to which the Notes of such series were offered; and

(12) to reflect the issuance of additional Notes of any series of Notes.

SECTION 8.02. Supplemental Indentures with Consent of Holders. With the consent of the Holders of not less than a majority in aggregate principal amount of the Outstanding Notes of any series affected by such supplemental indenture (including, without limitation, consents obtained in connection with a purchase of, or tender offer or exchange offer for, such securities), the Issuer and the Trustee, at any time and from time to time, may enter into one or more indentures supplemental hereto for the purpose of adding any provisions to or changing in any manner or eliminating any of the provisions of this Indenture or of any supplemental indenture or of modifying in any manner the rights of the Holders of the Notes of such series under this Indenture; provided however, that no such supplemental indenture shall, without the consent of the Holder of each Outstanding Note of such series affected thereby:

(1) make any change to the percentage of principal amount of Notes the Holders of which must consent to an amendment, modification, supplement or waiver;

(2) reduce the rate of or extend the time of payment for interest on any Note;

(3) reduce the principal amount or extend the stated Maturity of any Note;

(4) reduce the Redemption Price or repurchase price of any Note, change the date on which any Note is subject to redemption or repurchase (provided that this shall not apply to changes in the notice period for any redemption or repurchase) or add redemption or repurchase provisions to the Notes;

(5) make any Note payable in money other than that stated in this Indenture or the Note; or

(6) impair the right to institute suit for the enforcement of any payment on or with respect to the Notes.

The Holders of not less than a majority in principal amount of the Outstanding Notes of any series may waive compliance by the Issuer with certain restrictive provisions of this Indenture with respect to the Notes of such series. The Holders of at least a majority in principal amount of the Outstanding Notes of any series may waive any past default under this Indenture, except a default not theretofore cured in the payment of principal or interest and any covenants and provisions of this Indenture which this Indenture (or the applicable Board Resolution, Officer's Certificate or supplemental indenture establishing the series of Notes) expressly provides cannot be amended without the consent of the Holder of each Outstanding Note of the applicable series affected thereby.

SECTION 8.03. Execution of Supplemental Indentures. In executing, or accepting the additional trusts created by, any supplemental indenture permitted by this Article VIII or the modifications thereby of the trusts created by this Indenture, the Trustee shall be entitled to receive, and (subject to Section 5.01) shall be fully protected in relying upon, in addition to the documents required by Section 1.02, an Opinion of Counsel stating that the execution of such supplemental indenture is authorized or permitted by this Indenture. Upon request of the Issuer and, in the case of Section 8.02, upon filing with the Trustee of evidence of an Act of Holders as aforementioned, the Trustee shall join with the Issuer in the execution of such supplemental indenture unless such supplemental indenture affects the Trustee's own rights, powers, trusts, duties or immunities under this Indenture or otherwise, in which case the Trustee may in its discretion, but shall not be obligated to, enter into such supplemental indenture.

SECTION 8.04. Effect of Supplemental Indentures. Upon the execution of any supplemental indenture under this Article VIII, this Indenture shall be and be deemed to be modified and amended in accordance therewith, and such supplemental indenture shall form a part of this Indenture for all purposes; and the respective rights, limitation of rights, duties, powers, trusts and immunities under this Indenture of the Trustee, the Issuer and every Holder of Notes theretofore or thereafter authenticated and delivered hereunder shall be determined, exercised and enforced thereunder to the extent provided therein.

SECTION 8.05. Conformity with Trust Indenture Act. Every supplemental indenture executed pursuant to this Article VIII shall conform to the requirements of the TIA as then in effect.

SECTION 8.06. Documents to Be Given to Trustee. The Trustee, subject to the provisions of Section 5.01, may receive an Officer's Certificate and an Opinion of Counsel as conclusive evidence that any supplemental indenture executed pursuant to this Article VIII complies with the applicable provisions of this Indenture.

SECTION 8.07. Notation on Notes in Respect of Supplemental Indentures. Notes of any series authenticated and delivered after the execution of any supplemental indenture pursuant to the provisions of this Article may bear a notation in form approved by the Trustee for such series as to any matter provided for by such supplemental indenture. If the Issuer or the Trustee shall so determine, new Notes of any series so modified as to conform to any modification of this Indenture contained in any such supplemental indenture may be prepared by the Issuer, authenticated by the Trustee and delivered in exchange for the Notes of such series then Outstanding.

ARTICLE IX
COVENANTS

SECTION 9.01. Payment of Principal, Premium and Interest. The Issuer covenants and agrees for the benefit of each series of Notes that it shall pay or cause to be paid the principal, premium, if any, and interest on such series of Notes on the dates and in the manner provided in such series of Notes, and shall duly comply with all the other terms, agreements and conditions contained in this Indenture for the benefit of such series of Notes.

Payment of principal of, and premium, if any, and interest on a Global Note registered in the name of or held by the DTC or its nominee shall be made in immediately available funds to DTC or its nominee, as the case may be, as the Holder of such Global Note. If any of the Notes are no longer represented by a Global Note, payment of interest on certificated Notes in definitive form may, at the option of the Issuer, be made by (i) check mailed directly to Holders at their registered addresses or (ii) upon request of any Holder of at least $1,000,000 principal amount of Notes, wire transfer to an account located in the United States by the payee.

The Issuer shall pay any interest (including any post-petition interest in any proceeding under any Federal or state bankruptcy, insolvency, reorganization, or other similar law) on overdue principal and premium, if any, from time to time on demand at the applicable rate of interest determined from time to time in the manner provided for in each series of Notes; it shall pay interest (including post-petition interest in any proceeding under any Federal or State bankruptcy, insolvency, reorganization, or other similar law) on overdue installments of interest and (without regard to any applicable grace periods) from time to time on demand at the same rates to the extent lawful.

SECTION 9.02. Maintenance of Office or Agency. So long as any of the Notes remain outstanding, the Issuer shall maintain an office or agency in the United States (which initially will be the Corporate Trust Office) where Notes may be presented or surrendered for payment, where Notes may be surrendered for transfer or exchange, and where notices and demands to or upon the Issuer in respect of the Notes and this Indenture may be served. The Issuer shall give prompt written notice to the Trustee of the location, and of any change in the location, of such office or agency. If at any time the Issuer shall fail to maintain such office or agency or shall fail to furnish the Trustee with the address thereof, such presentations, surrenders, notices and demands may be made or served at the Corporate Trust Office of the Trustee, and the Issuer hereby appoints the Trustee its agent to receive all such presentations, surrenders, notices and demands; provided, that the Corporate Trust Office of the Trustee shall not be the office of service of legal process on the Issuer. Upon any insolvency, bankruptcy or reorganization proceedings relating to the Issuer (including, without limitation, its bankruptcy, voluntary or judicial liquidation, composition with creditors, reprieve from payment, controlled management, fraudulent conveyance, general settlement with creditors, reorganization or similar laws affecting the rights of creditors generally), the Trustee shall automatically serve as Paying Agent for the Notes.

The Issuer may also from time to time designate one or more other offices or agencies where one or more series of Notes may be presented or surrendered for any or all such purposes and may from time to time rescind such designations; provided however. that no such designation or rescission shall in any manner relieve the Issuer of its obligation to maintain an office or agency in the United States for such purposes. The Issuer shall give prompt written notice to the Trustee of any such designation or rescission and of any change in the location of any such other office or agency.

SECTION 9.03. Money for Note Payments to be Held in Trust. If the Issuer shall at any time act as its own Paying Agent, it shall, on or before each due date of the principal, premium, if any, or interest on any series of Notes, segregate and hold in trust for the benefit of the Holders of such series of Notes a sum sufficient to pay such principal, premium, if any, or interest so becoming due until such sums shall be paid to such Holders of the Notes of such series or otherwise disposed of as herein provided, and will promptly notify the Trustee of its action or failure so to act.

Whenever the Issuer shall have one or more Paying Agents, it shall, on or prior to (and if on, then before 10:00 a.m. (New York City time)) each due date of the principal, premium, if any, or interest, on any series of Notes, deposit with a Paying Agent a sum sufficient to pay such principal, premium, if any, or interest so becoming due, such sum to be held in trust for the benefit of the Holders of the Notes of such series entitled to the same and (unless such Paying Agent is the Trustee) the Issuer shall promptly notify the Trustee of its action or failure so to act.

The Issuer shall cause each Paying Agent other than the Trustee to execute and deliver to the Trustee an instrument in which such Paying Agent shall agree with the Trustee, subject to the provisions of this Section 9.03, that such Paying Agent shall:

(1) hold all sums held by it for the payment of principal, premium, if any, or interest, on Notes of any series in trust for the benefit of the Holders of the Notes of such series entitled thereto until such sums shall be paid to such Holders or otherwise disposed of as herein provided;

(2) give the Trustee prompt notice of any default by the Issuer (or any other obligor upon the Notes of such series) in the making of any such payment of principal, premium, if any, or interest, on such Notes; and

(3) at any time during the continuance of any such default, upon the written request of the Trustee, forthwith pay to the Trustee all sums so held in trust by such Paying Agent.

The Issuer may, at any time, for the purpose of obtaining the discharge of this Indenture, or a Discharge or Defeasance of a series of Notes, or for any other purpose, pay, or by Company Order direct any Paying Agent to pay, to the Trustee all sums held in trust by the Issuer or such Paying Agent or, if for any other purpose, all sums so held in trust by the Issuer in respect of all series of Notes or Notes of such series, as applicable, such sums to be held by the Trustee upon the same trusts as those upon which such sums were held by the Issuer or such Paying Agent; and, upon such payment by any Paying Agent to the Trustee, such Paying Agent shall be released from all further liability with respect to such money.

SECTION 9.04. Certificate to Trustee. The Issuer shall deliver to the Trustee, within 120 days after the end of each fiscal year of the Issuer ending after the initial issuance of Notes under this Indenture, an Officer's Certificate that complies with TIA Section 314(a)(4) stating that in the course of the performance by the signers of their duties as officers of the Issuer, they would normally have knowledge of any default by the Issuer in the performance of any of its covenants or agreements contained herein, stating whether or not they have knowledge of any such default and, if so, specifying each such default of which the signers have knowledge and the nature thereof and the actions the Issuer intends to take in connection therewith.

SECTION 9.05. Existence. Subject to Article VII, the Issuer shall do or cause to be done all things necessary to preserve and keep in full force and effect its corporate (or, if not a corporation, other type of entity) existence.

SECTION 9.06. Limitation on Liens. The Issuer shall not, and shall not permit any Significant Subsidiary to, create, incur, assume or permit to exist any lien on any property or asset (including the capital stock of any Subsidiary), to secure any Indebtedness of the Issuer, any Significant Subsidiary or any other Person, without securing the Notes equally and ratably with such Indebtedness for so long as such Indebtedness shall be so secured. The foregoing shall not apply to:

(1) liens existing on the date of this Indenture (or the applicable Board Resolution, Officer's Certificate or supplemental indenture establishing the series of Notes);

(2) (x) liens on assets or property of a Person at the time it becomes a Subsidiary securing only Indebtedness of such Person; provided such Indebtedness was not incurred in connection with such Person or entity becoming a Subsidiary and such liens do not extend to any assets other than those of the Person becoming a Subsidiary and the proceeds and products of such assets (and the proceeds and products thereof); and (y) liens on assets or property at the time acquired; provided such Indebtedness was not incurred in connection with such acquisition and such liens do not extend to any assets other than those so acquired (and the proceeds and products thereof);

(3) liens existing on assets created at the time of, or within 18 months after, the acquisition, purchase, lease (including any Capital Lease Obligations, or any synthetic, off-balance sheet or tax retention lease), improvement or development of such assets to secure all or a portion of the purchase price or lease for, or the costs of improvement or development of, such assets;

(4) liens to secure any modification, extension, renewal, refinancing, replacement or refunding (or successive modifications, extensions, renewals, refinancings, replacements or refundings), in whole or in part, of any Indebtedness secured by liens referred to in clauses (1) through (3) above or liens created in connection with any amendment, consent or waiver relating to such Indebtedness, so long as such lien is limited to all or part of substantially the same (or same type of) property which secured the lien modified, extended, renewed, refinanced, replaced or refunded, plus accessions, additions and improvements on such property and after-acquired property and the Indebtedness so secured does not exceed the sum of (A) the greater of (x) the outstanding principal amount or, if greater, committed amount of the Indebtedness secured by and (y) the fair market value (as determined by the Issuer's Board of Directors) of the assets subject to, such liens at the time of such modification, extension, renewal, refinancing, replacement or refunding, or such amendment, consent or waiver, as the case may be, plus (B) an amount necessary to pay accrued but unpaid interest on such Indebtedness and any premium (including tender premiums), defeasance costs, underwriting discounts and any fees, costs, expenses (including upfront fees, original issue discount (in lieu of upfront fees), consent fees, amendment fees or similar fees) or penalties incurred in connection with such modification, extension, renewal, refinancing, replacement or refunding;

(5) liens on property incurred in Sale and Leaseback Transactions permitted by the second paragraph of Section 9.07;

(6) liens in favor of only the Issuer or one or more Subsidiaries granted by the Issuer or a Subsidiary to secure any obligations owed to the Issuer or a Subsidiary of the Issuer;

(7) liens on assets of any subsidiary of the Issuer registered or regulated as a "broker" or "dealer" as such terms are defined in Sections 3(a) (4) and (5) of the Exchange Act, as amended, created or otherwise arising in the ordinary course of such Subsidiary's business;

(8) customary liens in respect of a deposit for the benefit of a Holder of a series of Notes for a Discharge or Defeasance of such Notes or holders of other Indebtedness for a discharge or defeasance of such other Indebtedness;

(9) liens on securities deemed to exist under repurchase agreements and reverse repurchase agreements entered into by the Issuer or any Subsidiary in the ordinary course of business;

(10) liens in favor of the Trustee granted in accordance with this Indenture;

(11) liens for taxes, assessments or other governmental charges or levies not yet delinquent by more than 30 days (or, if failure to pay prior to delinquency but after the due date does not result in additional material amounts being due, which are not yet delinquent by more than 30 days) or not yet subject to penalties for nonpayment or that are being contested in good faith by appropriate proceedings and for which the Issuer or any Subsidiary, as applicable, has maintained adequate reserves in accordance with GAAP;

(12) any attachment or judgment lien in existence less than 60 days after the entry thereof or with respect to which (i) execution has been stayed, (ii) payment is covered in full by insurance, or (iii) the Issuer or any of its Subsidiaries shall in good faith be prosecuting on appeal or proceedings for review and shall have set aside on its books such reserves as may be required by GAAP with respect to such judgment or award;

(13) liens securing Swap Contracts of the Issuer or any of its Subsidiaries permitted to be incurred under this Indenture;

(14) liens arising out of conditional sale, title retention, consignment or similar arrangements for the sale or purchase of goods entered into by the Issuer or any Subsidiary in the ordinary course of business;

(15) liens on the assets of, or capital stock or other equity interests in, any Subsidiary or any joint venture and which secures Indebtedness or other obligations of such Subsidiary or joint venture (or of another Subsidiary);

(16) liens securing obligations under the Revolving Credit Agreement in an aggregate amount not to exceed $750,000,000; and

(17) liens otherwise prohibited by this Section 9.06, securing Indebtedness which, together with the value of Attributable Debt incurred in Sale and Leaseback Transactions permitted under Section 9.07 below, do not exceed 15.0% of Consolidated Net Tangible Assets measured at the date of incurrence of such liens.

Any lien created for the benefit of Holders pursuant to the preceding paragraph may provide by its terms that any such lien shall be automatically and unconditionally released and discharged upon the release and discharge of the lien securing such other Indebtedness.

SECTION 9.07. Limitation on Sale-Leaseback Transactions. The Issuer shall not, and shall not permit any Significant Subsidiary to, enter into any arrangement with any Person pursuant to which the Issuer or any Significant Subsidiary leases any property that has been or is to be sold or transferred by the Issuer or the Significant Subsidiary to such Person (a "Sale and Leaseback Transaction") except that a Sale and Leaseback Transaction is permitted if the Issuer or such Significant Subsidiary would be entitled to incur Indebtedness secured by a lien on the property to be leased (without equally and ratably securing the Outstanding Notes) in an amount equal to the present value of the lease payments with respect to the term of the lease remaining on the date as of which the amount is being determined, discounted at the rate of interest set forth or implicit in the terms of the lease, compounded semi-annually (such amount is referred to as the "Attributable Debt").

The foregoing shall not apply to:

(a) temporary leases for a term, including renewals at the option of the lessee, of not more than three years;

(b) leases between only the Issuer and one or more Subsidiaries of the Issuer or only between or among Subsidiaries of the Issuer;

(c) leases where the proceeds are at least equal to the fair market value (as determined by the Board of Directors) of the property and the Issuer applies within 270 days after the sale an amount equal to the greater of the net proceeds of the sale or the Attributable Debt associated with the property to (i) the retirement of long-term secured Indebtedness, (ii) the acquisition, construction, development or improvement of properties, facilities or equipment or (iii) a combination thereof; or

(d) leases of property executed by the time of, or within 12 months after the latest of, the acquisition, the completion of construction or improvement, or the commencement of commercial operation of the property.

ARTICLE X
REDEMPTION OF NOTES

SECTION 10.01. Optional Redemption. Unless otherwise provided pursuant to Section 2.01(1)(v)(f), the Issuer shall not be permitted to optionally redeem Notes of any series.

(a) The Issuer may, with respect to any series of Notes, reserve the right to redeem and pay the Notes of such series, or any part thereof, prior to the Maturity Date thereof at such time and on such terms as provided for with respect to such series of Notes. If a series of Notes is redeemable and the Issuer wants to redeem prior to the Maturity Date thereof all or part of the Notes of such series pursuant to the terms of such Notes, it shall notify the Trustee of the paragraph of the Notes and/or Section of this Indenture (or Board Resolution, supplemental indenture or Officers' Certificate) pursuant to which the redemption shall occur and of the information set forth in Section 10.01(b) below. Notice of redemption of Notes of a series shall be given by the Issuer or, at the Issuer's request, by the Trustee in the name and at the expense of the Issuer; provided, that if the Issuer requests the Trustee to give such notice, it shall provide an execution version of such notice to the Trustee at least five days prior to the date such notice is required to be sent to the Holders (or such shorter period as shall be acceptable to the Trustee).

(b) Notice of redemption to the Holders of Notes of any series to be redeemed as a whole or in part at the option of the Issuer shall be given by first-class mail, postage prepaid, mailed or otherwise delivered electronically or in accordance with the procedures or DTC to holders of Global Notes, with a copy to the Trustee, not fewer than 10 nor more than 60 days (unless in connection with a Discharge or Defeasance) prior to the applicable date specified for redemption (the "Redemption Date"), to each such Holder at such Holder's last address appearing in the Security Register (or by electronic delivery or pursuant to the applicable procedures of the Depositary). All notices of redemption shall state:

(i) the Redemption Date;

(ii) the Redemption Price, or if not then ascertainable, the manner of calculating the Redemption Price;

(iii) if fewer than all outstanding Notes of a series are to be redeemed, the identification (and, in the case of partial redemption, the respective principal amounts) of the Notes of such series to be redeemed from the Holder to whom the notice is given and that on and after the Redemption Date, subject to the waiver by the Issuer in its sole discretion or the satisfaction of any conditions precedent to such redemption, upon surrender of such Note, a new Note or Notes in the aggregate principal amount equal to the unredeemed portion thereof shall be issued in accordance with Section 10.01(e);

(iv) that, subject to the waiver by the Issuer in its sole discretion or the satisfaction of any conditions precedent to such redemption, on the Redemption Date the Redemption Price shall become due and payable upon each Note called for redemption, and that interest, if any, thereon shall cease to accrue from and after said date;

(v) the place where Notes called for redemption are to be surrendered for payment of the Redemption Price, which shall be the office or agency maintained by the Issuer pursuant to this Indenture;

(vi) the name and address of the Paying Agent;

(vii) that the Notes called for redemption must be surrendered to the Paying Agent to collect the Redemption Price;

(viii) the CUSIP and/or ISIN number, and that no representation is made as to the correctness or accuracy of the CUSIP and/or ISIN number, if any, listed in such notice or printed on the Notes; and

(ix) any conditions precedent to such redemption and, that in the Issuer's discretion, the Redemption Date may be delayed until such time (including more than 60 days after the date the notice of redemption was sent) as any or all such conditions shall be satisfied (or waived by the Issuer in its sole discretion), or such redemption may not occur and such notice may be rescinded in the event that any or all such conditions shall not have been satisfied (or waived by the Issuer in its sole discretion) by the Redemption Date, or by the Redemption Date so delayed, or such notice may be rescinded at any time in the Issuer's sole discretion if in the good faith judgement of the Issuer any or all of such conditions will not be satisfied;

(c) On or prior to 10:00 a.m., New York City time, on any Redemption Date, the Issuer shall deposit with the Trustee or with a Paying Agent (or, if the Issuer is acting as its own Paying Agent, segregate and hold in trust as provided in this Indenture) an amount of money sufficient to pay the Redemption Price of, and any accrued interest on, all the Notes which are to be redeemed on that date.

(d) Notice of redemption having been given as aforesaid, subject to the waiver by the Issuer in its sole discretion or the satisfaction of any conditions precedent to such redemption, the Notes (or portions thereof) so to be redeemed shall, on the Redemption Date, become due and payable at the Redemption Price plus accrued and unpaid interest to, but not including, the Redemption Date therein specified and from and after such date (unless the Issuer shall default in the payment of the Redemption Price) such Notes shall cease to bear interest. Any installment of interest due and payable on or prior to the Redemption Date with respect to any Notes so called for redemption shall be payable to the Holders of such Notes registered as such on the relevant Record Date according to the terms and the provisions of Section 2.06 of this Indenture. If any Note called for redemption shall not be so paid upon surrender thereof for redemption, the principal shall, until paid, bear interest from the Redemption Date at the rate prescribed therefor by the Note.

(e) Any Note that is to be redeemed only in part shall be surrendered at the office or agency maintained by the Issuer pursuant to Section 9.02 of this Indenture (with, if the Issuer or the Trustee so requires, due endorsement by, or a written instrument of transfer in form reasonably satisfactory to the Issuer and the Trustee duly executed by, the Holder thereof or the Holder's attorney duly authorized in writing) and the Issuer shall execute and the Trustee shall authenticate and deliver to the Holder of such Note without service charge and at the expense of the Issuer, a new Note or Notes, of any authorized denomination as requested by such Holder in aggregate principal amount equal to and in exchange for the unredeemed portion of the principal of such Note so surrendered.

(f) If fewer than all the Notes of a series are to be redeemed, the particular Notes to be redeemed shall be selected not more than 60 days prior to the Redemption Date by the Trustee from the outstanding Notes of such series not previously called for redemption, pro rata, by lot or by such other method as the Trustee shall deem fair and appropriate and in accordance with the applicable procedures of the Depositary in the case of Global Notes, and may provide for the selection for redemption of portions (equal to the minimum authorized denomination for the Notes of such series or any integral multiple thereof) of the principal amount of Notes of such series of a denomination larger than the minimum authorized denomination for the Notes of such series.

(g) The Trustee shall promptly notify the Issuer in writing of the Notes of such series selected for redemption and, in the case of any Notes selected for partial redemption, the principal amount thereof to be redeemed.

(h) Unless the context otherwise requires, all provisions relating to the redemption of Notes of a series shall relate, in the case of any Note redeemed or to be redeemed only in part, to the portion of the principal of such Note which has been or is to be redeemed.

SECTION 10.02. Mandatory Redemption. Unless otherwise provided pursuant to Section 2.01(1)(v)(f), the Issuer shall not be required to make mandatory redemption or sinking fund payments with respect to the Notes of any series.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Indenture to be duly executed as of the day and year first above written.

SKYWORKS SOLUTIONS, INC.

By: _____
Name: Philip Carter
Title: Senior Vice President and Chief Financial Officer

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, as Trustee

By: _____
Name: [●]
Title: [●]

Exhibit 4.2

SKYWORKS SOLUTIONS, INC.

(as Issuer)

and

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION

(as Trustee)

First Supplemental Indenture

Dated as of [●], 20[●]

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THIS FIRST SUPPLEMENTAL INDENTURE, between Skyworks Solutions, Inc., a Delaware corporation (the "Issuer"), having its principal office at 5260 California Avenue, Irvine, California 92617, and U.S. Bank Trust Company, National Association, as trustee (the "Trustee"), is made and entered into as of this [●] day of [●], 20[●].

RECITALS OF THE ISSUER

WHEREAS, the Issuer and the Trustee executed and delivered an Indenture dated as of [●], 20[●] (the "Indenture"), to provide for the issuance by the Issuer from time to time of debt securities;

WHEREAS, capitalized terms used herein, not otherwise defined, shall have the same meanings given them in the Indenture, as supplemented;

WHEREAS, the Issuer entered into that certain Agreement and Plan of Merger, dated as of October 27, 2025, by and among the Issuer, Comet Acquisition Corp., a Delaware corporation ("Merger Sub I"), Comet Acquisition II, LLC, a Delaware limited liability company ("Merger Sub II"), and Qorvo, Inc., a Delaware corporation ("Qorvo"), pursuant to which, upon the terms and subject to the conditions set forth therein, Merger Sub I will be merged with and into Qorvo (the "First Merger"), with Qorvo as the surviving entity in the First Merger (the "Surviving Corporation") and a wholly owned subsidiary of the Issuer, and immediately following the First Merger, and as the second step in a single integrated transaction with the First Merger, the Surviving Corporation will be merged with and into Merger Sub II (the "Second Merger," and together with the First Merger, the "Mergers"), with Merger Sub II as the surviving entity in the Second Merger and a wholly owned subsidiary of the Issuer;

WHEREAS, in connection with the Mergers, the Issuer proposes to establish under the Indenture a new series of debt securities, to be issued in exchange for 4.375% Senior Notes due 2029 of Qorvo (the "2029 Qorvo Notes"), pursuant to an exchange offer conducted pursuant to a registration statement, dated as of May 20, 2026 (the "Qorvo Exchange Offer");

WHEREAS, the Issuer has authorized the issuance of up to $850,000,000 aggregate principal amount of 4.375% Senior Notes due 2029 (the "Senior Notes"), to be issued in exchange for the 2029 Qorvo Notes;

WHEREAS, the Issuer desires to establish the terms of the Senior Notes in accordance with Section 2.01 of the Indenture; and

WHEREAS, this First Supplemental Indenture shall modify the Indenture only with respect to the Senior Notes.

NOW, THEREFORE, it is mutually agreed as follows:

ARTICLE I
DEFINITIONS

Section 1.1 Definitions. For all purposes of this First Supplemental Indenture, except as otherwise expressly provided or unless the context otherwise requires:

"Change of Control" means the occurrence of any of the following: (1) the direct or indirect sale, lease, transfer, conveyance or other disposition (other than by way of merger or consolidation), in one or a series of related transactions, of all or substantially all of the properties or assets of the Issuer and its Subsidiaries taken as a whole to any "person" (as that term is used in Section 13(d) and Section 14(d) of the Exchange Act) other than the Issuer or one of its Subsidiaries; (2) the adoption of a plan relating to the Issuer's liquidation or dissolution; (3) the consummation of any transaction (including, without limitation, any merger or consolidation) the result of which is that any "person" or "group" (as those terms are used in Section 13(d)(3) of the Exchange Act), other than the Issuer or its Subsidiaries, becomes the beneficial owner (as defined in Rules 13(d)(3) and 13(d)(5) of the Exchange Act), directly or indirectly, of more than 50% of the combined voting power of the Issuer's Voting Stock or other Voting Stock into which the Issuer's Voting Stock is reclassified, consolidated, exchanged or changed, measured by voting power rather than number of shares; or (4) the Issuer consolidates with, or merges with or into, any person, or any person consolidates with, or merges with or into the Issuer, in any such event pursuant to a transaction in which any of the outstanding Voting Stock of the Issuer or such other person is converted into or exchanged for cash, securities or other property, other than any such transaction where the shares of the Voting Stock of the Issuer outstanding immediately prior to such transaction constitute, or are converted into or exchanged for, a majority of the Voting Stock of the surviving person immediately after giving effect to such transaction.

"Change of Control Repurchase Event" means the occurrence of both a Change of Control and a Ratings Event.

"Corporate Trust Office" means, the office of the Trustee in the contiguous United States at which at any particular time this First Supplemental Indenture shall be principally administered, which office at the date hereof is located at U.S. Bank Trust Company, National Association, 633 West Fifth Street, 24th Floor, Los Angeles, CA 90071, Attn. B. Scarbrough (Skyworks Solutions, Inc.).

"First Supplemental Indenture" means this First Supplemental Indenture, as amended or supplemented from time to time.

"Fitch" means Fitch Ratings Inc., or any successor to the rating agency business thereof.

"Investment Grade" means a rating of BBB- or better by S&P (or its equivalent under any successor Rating Categories of S&P) or a rating of BBB- or better by Fitch (or its equivalent under any successor rating categories of Fitch); and the equivalent investment grade credit rating from any additional Rating Agency or Rating Agencies selected by the Issuer.

"Par Call Date" means July 15, 2029 (three months prior to the Maturity Date of the Senior Notes).

"Rating Agency" means (1) each of S&P and Fitch; and (2) if any of S&P and Fitch ceases to rate the Senior Notes or fails to make a rating of the Senior Notes publicly available for reasons outside of the control of the Issuer, a "nationally recognized statistical rating organization" within the meaning of Section 3(a)(62) of the Exchange Act, selected by the Issuer (as certified by a resolution of the Board of Directors) as a replacement for such rating agency.

"Ratings Event" means the rating of the Senior Notes is lowered by both Rating Agencies and the Senior Notes are rated below Investment Grade by both Rating Agencies on any day during the period (which period shall be extended so long as the rating of the Senior Notes is under publicly announced consideration for a possible downgrade by any of the Rating Agencies) commencing on the earlier of (x) the date of the first public notice of the occurrence of a Change of Control and (y) the date of public notice of an agreement that, if consummated, would result in a Change of Control and ending 60 days following consummation of such Change of Control; provided, however, that a Ratings Event otherwise arising by virtue of a particular reduction in rating will not be deemed to have occurred in respect of a particular Change of Control (and thus will not be deemed a Ratings Event for purposes of the definition of Change of Control Repurchase Event) unless the Rating Agency making the reduction in rating to which this definition would otherwise apply announces or publicly confirms or informs the Trustee in writing at the Issuer's or the Trustee's request that the reduction was the result of, or in respect of, the applicable Change of Control (whether or not the applicable Change of Control has occurred at the time of the Ratings Event).

"Record Date" means any date as of which the Holder of a Senior Note (or the 2029 Qorvo Note that has been exchanged for such Senior Note in the Qorvo Exchange Offer) will be determined for any purpose described herein, such determination to be made as of the close of business on such date by reference to the Security Register, and in relation to a determination of a payment of an installment of interest on the Senior Notes, shall have the meaning specified in the Senior Notes.

"Senior Notes" has the meaning assigned in the Recitals.

"S&P" means Standard & Poor's Ratings Group, Inc., or any successor to the rating agency business thereof.

"Treasury Rate" means, with respect to any Redemption Date, the yield determined by the Issuer in accordance with the following two paragraphs:

- The Treasury Rate shall be determined by the Issuer after 4:15 p.m., New York City time (or after such time as yields on U.S. government securities are posted daily by the Board of Governors of the Federal Reserve System), on the third business day preceding the Redemption Date based upon the yield or yields for the most recent day that appear after such time on such day in the most recent statistical release published by the Board of Governors of the Federal Reserve System designated as "Selected Interest Rates (Daily) - H.15" (or any successor designation or publication) ("H.15") under the caption "U.S. government securities–Treasury constant maturities–Nominal" (or any successor caption or heading) ("H.15 TCM"). In determining the Treasury Rate, the Issuer shall select, as applicable: (1) the yield for the Treasury constant maturity on H.15 exactly equal to the period from the Redemption Date to the Par Call Date (the "Remaining Life"); or (2) if there is no such Treasury constant maturity on H.15 exactly equal to the Remaining Life, the two yields – one yield corresponding to the Treasury constant maturity on H.15 immediately shorter than and one yield corresponding to the Treasury constant maturity on H.15 immediately longer than the Remaining Life – and shall interpolate to the Par Call Date on a straight-line basis (using the actual number of days) using such yields and rounding the result to three decimal places; or (3) if there is no such Treasury constant maturity on H.15 shorter than or longer than the Remaining Life, the yield for the single Treasury constant maturity on H.15 closest to the Remaining Life. For purposes of this paragraph, the applicable Treasury constant maturity or maturities on H.15 shall be deemed to have a maturity date equal to the relevant number of months or years, as applicable, of such Treasury constant maturity from the Redemption Date.

- If on the third business day preceding the Redemption Date H.15 TCM is no longer published, the Issuer shall calculate the Treasury Rate based on the rate per annum equal to the semi-annual equivalent yield to maturity at 11:00 a.m., New York City time, on the second business day preceding such Redemption Date of the United States Treasury security maturing on, or with a maturity that is closest to, the Par Call Date, as applicable. If there is no United States Treasury security maturing on the Par Call Date but there are two or more United States Treasury securities with a maturity date equally distant from the Par Call Date, one with a maturity date preceding the Par Call Date and one with a maturity date following the Par Call Date, the Issuer shall select the United States Treasury security with a maturity date preceding the Par Call Date. If there are two or more United States Treasury securities maturing on the Par Call Date or two or more United States Treasury securities meeting the criteria of the preceding sentence, the Issuer shall select from among these two or more United States Treasury securities the United States Treasury security that is trading closest to par based upon the average of the bid and asked prices for such United States Treasury securities at 11:00 a.m., New York City time. In determining the Treasury Rate in accordance with the terms of this paragraph, the semi-annual yield to maturity of the applicable United States Treasury security shall be based upon the average of the bid and asked prices (expressed as a percentage of principal amount) at 11:00 a.m., New York City time, of such United States Treasury security, and rounded to three decimal places.

"Voting Stock" of any specified Person as of any date means the capital stock of such Person that is at the time entitled to vote generally in the election of the board of directors of such Person.

ARTICLE II

TERMS OF THE NOTES

Section 2.1 Title. The Senior Notes (i) are hereby established under the Indenture, (ii) shall constitute a series of Notes having the title "4.375% Senior Notes due 2029" to be issued on the date hereof in connection with the Qorvo Exchange Offer and (iii) shall be in the form attached as Exhibit A.

Section 2.2 Aggregate Principal Amount. The aggregate principal amount of the Senior Notes that may be authenticated and delivered under this First Supplemental Indenture shall be no greater than $850,000,000; provided that the Issuer complies with the provisions of this First Supplemental Indenture.

Section 2.3 Maturity. The entire outstanding principal amount of the Senior Notes shall be payable on October 15, 2029.

Section 2.4 Interest. The Senior Notes shall accrue interest at a rate of 4.375% per year. Interest shall accrue on the Senior Notes from the most recent Interest Payment Date to or for which interest has been paid or duly provided for (or if no interest has been paid or duly provided for, from the most recent date on which interest has been paid on the 2029 Qorvo Notes), payable semiannually in arrears on April 15 and October 15 of each year, beginning on [●], 20[●]. The Record Dates for payment of interest shall be April 1 and October 1 of each year.

Section 2.5 Place of Payment. The place where the principal of (and premium, if any) and interest, if any, with respect to the Senior Notes shall be payable shall be the Corporate Trust Office.

Section 2.6 Optional Redemption.

(a) The Senior Notes shall be redeemable at any time, and from time to time, by the Issuer pursuant to the optional redemption provisions of Section 2.6(b) and this Section 2.6.

(b) Prior to the Par Call Date, the Issuer may redeem the Senior Notes at its option at any time, and from time to time, in whole or in part. If the Issuer elects to redeem the Senior Notes prior to the Par Call Date, it will pay a Redemption Price (expressed as a percentage of principal amount and rounded to three decimal places) equal to the greater of:

(1) (a) the sum of the present values of the remaining scheduled payments of principal and interest thereon discounted to the Redemption Date (assuming the Senior Notes matured on the Par Call Date) on a semi-annual basis (assuming a 360-day year consisting of twelve 30-day months) at the Treasury Rate plus 15 basis points, less (b) interest accrued to the date of redemption, and

(2) 100% of the principal amount of the Senior Notes to be redeemed,

plus, in each case, accrued and unpaid interest thereon to, but not including, the Redemption Date.

In addition, at any time and from time to time, on or after the Par Call Date, the Issuer may redeem the Senior Notes at its option, either in whole or in part, at a Redemption Price equal to 100% of the aggregate principal amount of the Senior Notes to be redeemed on the Redemption Date, plus accrued and unpaid interest on the Senior Notes to, but not including, the Redemption Date.

Any redemption pursuant to this Section 2.6(b) shall be made pursuant to the provisions of Section 2.01(v)(f) and Article X of the Indenture.

Section 2.7 Change of Control Repurchase.

(a) If a Change of Control Repurchase Event occurs, except as set forth in paragraph (f) below or unless the Issuer has redeemed (or given notice of redemption of) the Senior Notes as set forth in Section 2.6, the Issuer shall be required to make an offer to each Holder of the Senior Notes to repurchase all or any part (in excess of $2,000 and in integral multiples of $1,000 in excess thereof) of that Holder's Senior Notes at a purchase price in cash equal to 101% of the aggregate principal amount of the Senior Notes repurchased plus any accrued and unpaid interest on the Senior Notes repurchased to, but not including, the date of repurchase.

(b) Within 45 days following any Change of Control Repurchase Event or, at the option of the Issuer, prior to any Change of Control, but after the public announcement of the Change of Control, the Issuer shall send a notice to each Holder, with a copy to the Trustee, describing the transaction or transactions that constitute or may constitute the Change of Control Repurchase Event and offering to repurchase the Senior Notes on the payment date specified in the notice, which date shall be no earlier than 30 days and no later than 60 days from the date such notice is sent. The notice shall, if sent prior to the date of consummation of the Change of Control, state that the offer to purchase is conditioned on a Change of Control Repurchase Event occurring on or prior to the payment date specified in the notice.

(c) The Issuer shall comply with the requirements of Rule 14e-1 under the Exchange Act, and any other securities laws and regulations to the extent those laws and regulations are applicable in connection with the repurchase of the Senior Notes as a result of a Change of Control Repurchase Event. To the extent that the provisions of any securities laws or regulations conflict with this Section 2.7, the Issuer shall comply with the applicable securities laws and regulations and shall not be deemed to have breached its obligations under this Section 2.7 by virtue of compliance with such securities laws or regulations.

(d) On the repurchase date following a Change of Control Repurchase Event, the Issuer shall, to the extent lawful:

(i) accept for payment all the Senior Notes or portions of the Senior Notes properly tendered (and not withdrawn) pursuant to its offer;

(ii) deposit with the Paying Agent an amount equal to the aggregate purchase price in respect of all the Senior Notes or portions of the Senior Notes so accepted for payment; and

(iii) deliver or cause to be delivered to the Trustee the Senior Notes properly accepted, together with an Officer's Certificate stating the aggregate principal amount of Senior Notes being purchased by the Issuer.

(e) The Paying Agent shall promptly mail or deliver by wire transfer (or otherwise in accordance with the procedures of the Depositary) to each Holder of Senior Notes so accepted for payment the purchase price for the Senior Notes, and the Trustee shall promptly authenticate and mail (or cause to be transferred by book-entry) to each Holder a new Senior Note equal in principal amount to any unpurchased portion of any Senior Notes surrendered.

(f) The Issuer shall not be required to make an offer to repurchase the Senior Notes upon a Change of Control Repurchase Event if a third party makes such an offer in the manner, at the times and otherwise in compliance with the requirements for an offer made by the Issuer and such third party purchases all Senior Notes properly tendered and not withdrawn under its offer.

(g) Should the Issuer choose to exercise its rights under Section 3.01 or 3.02 of the Indenture, it shall no longer be obligated to make an offer to repurchase the Senior Notes following a Change of Control Repurchase Event.

Section 2.8 Issue Date. The Issue Date of the Senior Notes is [●], 20[●].

Section 2.9 Issue Price. The issue price of the Senior Notes is 100% of the aggregate principal amount of the Senior Notes.

Section 2.10 Definitive and Global Notes. The Senior Notes are issuable in whole or in part in the form of Global Notes and the Depositary for such Global Notes shall be The Depository Trust Company.

Section 2.11 Denomination. The Senior Notes shall be issued in registered form in minimum denominations of $2,000 and integral multiples of $1,000 in excess thereof.

Section 2.12 Defeasance and Discharge of Covenants upon Deposit of Moneys, U.S. Government Obligations.

(a) Sub-clause (b) of the first paragraph of Section 3.02 of the Indenture is hereby supplemented to add after "9.07" thereof:

"and Section 2.7 of the First Supplemental Indenture"

(b) The last sentence of the third to last paragraph of Section 3.02 of the Indenture is hereby supplemented to add to the end thereof:

"and the Issuer shall no longer be obligated to make an offer under Section 2.7 of the First Supplemental Indenture upon the occurrence of a Change of Control."

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this First Supplemental Indenture to be duly executed as of the day and year first above written.

SKYWORKS SOLUTIONS, INC.

By: _____
Name: Philip Carter
Title: Senior Vice President and Chief Financial Officer

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION,
as Trustee

By: _____
Name: Bradley E. Scarbrough
Title: Vice President

EXHIBIT A

Form of Senior Note

THIS IS A GLOBAL NOTE WITHIN THE MEANING OF THE INDENTURE REFERRED TO HEREIN.

UNLESS THIS CERTIFICATE IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TRUST COMPANY, A NEW YORK CORPORATION ("DTC"), NEW YORK, NEW YORK, TO THE ISSUER OR ITS AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE OR PAYMENT, AND ANY CERTIFICATE ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR IN SUCH OTHER NAME AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC (AND ANY PAYMENT IS MADE TO CEDE & CO. OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL INASMUCH AS THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN.

TRANSFERS OF THIS GLOBAL NOTE SHALL BE LIMITED TO TRANSFERS IN WHOLE, BUT NOT IN PART, TO NOMINEES OF DTC OR TO A SUCCESSOR THEREOF OR SUCH SUCCESSOR'S NOMINEE AND TRANSFERS OF PORTIONS OF THIS GLOBAL NOTE SHALL BE LIMITED TO TRANSFERS MADE IN ACCORDANCE WITH THE RESTRICTIONS SET FORTH IN THE INDENTURE REFERRED TO ON THE REVERSE HEREOF.

No. R-[●]

4.375% Senior Note due 2029

CUSIP No. [●]
ISIN No. [●]
Principal Amount: $[●]

SKYWORKS SOLUTIONS, INC., a Delaware corporation, promises to pay to Cede & Co., or registered assigns, the principal sum listed on the Schedule of Increases or Decreases in Global Note attached hereto on October 15, 2029.

Interest Payment Dates: April 15 and October 15, beginning on [●], 20[●].

Record Dates: April 1 and October 1.

Additional provisions of this Senior Note are set forth on the other side of this Senior Note.

IN WITNESS WHEREOF, the parties have caused this instrument to be duly executed.

SKYWORKS SOLUTIONS, INC.

By: _____
Name:
Title:

Dated:

TRUSTEE'S CERTIFICATE OF AUTHENTICATION

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, as Trustee, certifies that this is one of the Senior Notes referred to in the First Supplemental Indenture.

By: _____

Authorized signatory

[REVERSE SIDE OF NOTE]

SCHEDULE OF INCREASES OR DECREASES IN GLOBAL NOTE

The initial principal amount of this Global Note is $[●]. The following increases or decreases in this Global Note have been made:

Date of Exchange	Amount of decrease in Principal Amount of this Global Note	Amount of increase in Principal Amount of this Global Note	Principal amount of this Global Note following such decrease or increase	Signature of authorized signatory of Trustee

4.375% Senior Notes due 2029

1. Interest

SKYWORKS SOLUTIONS, INC., a Delaware corporation (such corporation, and its successors and assigns under the Indenture hereinafter referred to, being herein called the "Issuer"), promises to pay interest on the principal amount of this Senior Note at the rate per annum shown above. The Issuer shall pay interest semiannually on April 15 and October 15 of each year, beginning on [●], 20[●]. The Record Dates for payment of interest shall be April 1 and October 1 of each year. Interest on this Senior Note shall accrue from the most recent date to which interest has been paid or duly provided for or, if no interest has been paid or duly provided for, from the most recent date on which interest has been paid on the 2029 Qorvo Notes until the principal hereof is due. Interest shall be computed on the basis of a 360-day year of twelve 30-day months.

2. Method of Payment

The Issuer shall pay interest on this Senior Note (except defaulted interest) to the Persons who are registered Holders at the close of business on the Record Date. Holders must surrender this Senior Note to a Paying Agent to collect principal payments. Payment of principal of, and premium, if any, and interest on this Senior Note registered in the name of or held by DTC or its nominee shall be made in immediately available funds to DTC or its nominee, as the case may be, as the Holder of such Global Note. If any of the Senior Notes are no longer represented by a Global Note, payment of interest on certificated Senior Notes in definitive form may, at the option of the Issuer, be made by (i) check mailed directly to Holders at their registered addresses or (ii) upon request of any Holder of at least $1,000,000 principal amount of Senior Notes, wire transfer to an account located in the United States by the payee.

3. Paying Agent and Registrar

Initially, U.S. Bank Trust Company, National Association, a national banking association, as trustee (the "Trustee"), shall act as Paying Agent and Registrar. The Issuer may act as Paying Agent.

4. Indenture

The Issuer issued this Senior Note under an Indenture dated as of [●], 20[●] (the "Base Indenture"), between the Issuer and the Trustee, as supplemented by the First Supplemental Indenture, dated as of [●], 20[●] (the "First Supplemental Indenture" and, together with the Base Indenture, the "Indenture"). The terms of this Senior Note include those stated in the Indenture, and those made part of the Indenture by reference to the Trust Indenture Act of 1939 (15 U.S.C. §§ 77aaa-77bbbb) as in effect on the date of the Indenture (the "TIA"). Terms defined in the Indenture and not defined herein have the meanings ascribed thereto in the Indenture. This Senior Note is subject to all terms and provisions of the Indenture, and Holders (as defined in the Indenture) are referred to the Indenture and the TIA for a statement of such terms and provisions. In the event of a conflict between any provision of this Senior Note and the Indenture, the Indenture shall govern such provision.

This Senior Note is a senior unsecured obligation of the Issuer of which an unlimited aggregate principal amount may be at any one time Outstanding. The Indenture imposes certain limitations on the ability of the Issuer and its Significant Subsidiaries to, among other things, create, incur, assume or permit to exist Liens and enter into certain Sale-Leaseback Transactions. The Indenture also imposes limitations on the ability of the Issuer to consolidate or merge with or into another entity, or sell, lease, convey, transfer or otherwise dispose of all or substantially all of the Issuer's and its Subsidiaries' property and assets (taken as a whole) to another entity.

5. Optional Redemption

Prior to July 15, 2029 (three months prior to the Maturity Date of this Senior Note) (the "Par Call Date"), the Issuer may redeem the Senior Notes at its option at any time, and from time to time, in whole or in part. If the Issuer elects to redeem the Senior Notes prior to the Par Call Date, it will pay a Redemption Price (expressed as a percentage of principal amount and rounded to three decimal places) equal to the greater of:

(1) (a) the sum of the present values of the remaining scheduled payments of principal and interest thereon discounted to the Redemption Date (assuming the Senior Notes matured on the Par Call Date) on a semi-annual basis (assuming a 360-day year consisting of twelve 30-day months) at the Treasury Rate plus 15 basis points, less (b) interest accrued to the date of redemption, and

(2) 100% of the principal amount of the Senior Notes to be redeemed,

plus, in each case, accrued and unpaid interest thereon to, but not including, the Redemption Date.

In addition, at any time and from time to time, on or after the Par Call Date, the Issuer may redeem the Senior Notes at its option, either in whole or in part, at a Redemption Price equal to 100% of the aggregate principal amount of the Senior Notes to be redeemed on the Redemption Date, plus accrued and unpaid interest on the Senior Notes to, but not including, the Redemption Date.

6. Sinking Fund

This Senior Note is not subject to any sinking fund.

7. Notice of Redemption

If the Issuer elects to redeem this Senior Note pursuant to Section 5 hereof, it shall furnish the Trustee, at least 10 days but not more than 60 days before the Redemption Date, an Officer's Certificate setting forth (1) the Redemption Date and (2) the CUSIP and/or ISIN numbers of this Senior Note. Notice of redemption shall be given by the Issuer or, at the Issuer's request, by the Trustee in the name and at the expense of the Issuer; provided, that if the Issuer requests the Trustee to give such notice, it shall provide an execution version of such notice to the Trustee at least five days prior to the date such notice is required to be sent to the Holders (or such shorter period as shall be acceptable to the Trustee).

Such notice of redemption to the Holders of this Senior Note at the option of the Issuer shall be given by first-class mail, postage prepaid, mailed or otherwise delivered electronically or in accordance with the procedures of DTC to holders of Global Notes, with a copy to the Trustee, not fewer than 10 nor more than 60 (unless in connection with a Discharge or Defeasance) days prior to the Redemption Date to each such Holder at such Holder's last address appearing in the Security Register (or by electronic delivery or pursuant to the applicable procedures of the Depositary).

8. Repurchase of this Senior Note at the Option of Holders upon Change of Control Repurchase Event

If a Change of Control Repurchase Event occurs, unless the Issuer has redeemed (or given notice of redemption of) this Senior Note as described in the Indenture, the Issuer will be required to make an offer to each Holder of this Senior Note to repurchase all or any part (in excess of $2,000 and in integral multiples of $1,000 in excess thereof) of the applicable percentage of this Senior Note at a repurchase price in cash equal to 101% of the aggregate principal amount of such percentage of this Senior Note plus any accrued and unpaid interest on this Senior Note repurchased to, but not including, the date of repurchase, as provided in, and subject to the terms of, the Indenture.

9. Denominations; Transfer; Exchange

Senior Notes may be issued in registered form in minimum denominations of $2,000 and integral multiples of $1,000 in excess thereof. A Holder may transfer or exchange this Senior Note in accordance with the Indenture. Upon any transfer or exchange, the Issuer and the Trustee may require a Holder, among other things, to furnish appropriate endorsements or transfer documents and to pay any taxes required by law or permitted by the Indenture. The Issuer need not register the transfer of or exchange this Senior Note if selected for redemption (except, in the event it will be redeemed in part, the portion not to be redeemed) or to transfer or exchange this Senior Note for a period of 15 days prior to a selection of Senior Notes to be redeemed.

10. Persons Deemed Owners

With certain exceptions, the registered Holder of this Senior Note may be treated as the owner of it for all purposes.

11. Unclaimed Money

Subject to applicable abandoned property laws, if money for the payment of principal or interest, if any, remains unclaimed for two years, the Trustee shall pay the money back to the Issuer at its request. After any such payment, Holders entitled to the money must look to the Issuer for payment as unsecured general creditors and the Trustee and the Paying Agent shall have no further liability with respect to such monies.

12. Discharge and Defeasance

Subject to certain conditions, the Issuer at any time may terminate some of or all its obligations under this Senior Note and the Indenture if the Issuer deposits with the Trustee money in cash in U.S. dollars, or non-callable U.S. Government Obligations, or a combination thereof, sufficient to pay and discharge the entire indebtedness of this Senior Note with respect to principal, premium, if any, and interest to the Maturity Date or Redemption Date, as the case may be.

13. Amendment, Waiver

Subject to certain exceptions set forth in the Indenture, (i) the Indenture may be amended under certain circumstances with the written consent of the Holders of at least a majority in aggregate principal amount of the Outstanding Senior Notes and (ii) certain defaults may be waived with the written consent of the Holders of at least a majority in principal amount of the Outstanding Senior Notes. Subject to certain exceptions set forth in the Indenture, without the consent of the Holders of any Senior Notes, the Issuer and the Trustee may amend the Indenture: (i) to evidence the succession of another Person to the Issuer and the assumption by any such successor of the covenants of the Issuer under the Indenture and the Senior Notes; (ii) to add to the covenants of the Issuer for the benefit of Holders of the Senior Notes or to surrender any right or power conferred upon the Issuer; (iii) to add any additional events of default for the benefit of Holders of the Senior Notes; (iv) to add to or change any of the provisions of the Indenture as necessary to permit or facilitate the issuance of Senior Notes in bearer form, registrable or not registrable as to principal, and with or without interest coupons, or to permit or facilitate the issuance of Senior Notes in uncertificated form, or relating to the transfer and legending of Senior Notes; (v) to secure the Senior Notes or to add guarantees of the Senior Notes; (vi) to add or appoint a successor or separate Trustee; (vii) to cure any ambiguity, defect, mistake or inconsistency; (viii) to supplement any of the provisions of the Indenture as necessary to permit or facilitate the defeasance (whether legal defeasance or covenant defeasance) and discharge of Senior Notes; provided that the interests of the holders of the Senior Notes are not adversely affected in any material respect; (ix) to make any other change that would not adversely affect the rights of any Holders of the Senior Notes; (x) to make any change necessary to comply with any requirement of the Commission in connection with the qualification of the Indenture or any supplemental Indenture under the TIA; (xi) to conform any provision in the Indenture to the section entitled "Description of the Skyworks Notes" in the registration statement, dated as of May 20, 2026, as amended, relating to the Senior Notes; and (xii) to reflect the issuance of additional Notes as permitted by Section 2.01 and Section 2.02 of the Indenture.

14. Defaults and Remedies

If any Event of Default (other than an Event of Default relating to certain events of bankruptcy, insolvency or reorganization of the Issuer) with respect to this Senior Note occurs and is continuing, then either the Trustee or the Holders of not less than 25% in aggregate principal amount of the Outstanding Senior Notes may declare the principal of all Outstanding Senior Notes, and the interest to the date of acceleration, if any, accrued thereon, to be immediately due and payable by notice in writing to the Issuer (and to the Trustee if given by Holders) specifying the Event of Default. If an Event of Default relating to a merger or certain events of bankruptcy, insolvency or reorganization of the Issuer occurs, then the principal amount of all the Senior Notes then Outstanding and interest accrued thereon, if any, shall become and be immediately due and payable without any declaration or other act on the part of the Trustee or the Holders of the Senior Notes, to the fullest extent permitted by applicable law.

Under certain circumstances, the Holders of a majority in aggregate principal amount of the Outstanding Senior Notes may rescind and annul any such acceleration with respect to the Senior Notes and its consequences.

No Holder of this Senior Note may institute any action, unless and until: (i) such Holder has given the Trustee written notice of a continuing Event of Default with respect to the Senior Notes; (ii) the Holders of at least 25% in aggregate principal amount of the Outstanding Senior Notes have made a written request to the Trustee to institute proceedings in respect of such Event of Default in its own name as Trustee hereunder; (iii) such Holder or Holders has or have offered the Trustee, and if requested, provided indemnity or security reasonably satisfactory to the Trustee against the costs, expenses and liabilities to be incurred in compliance with such request; (iv) the Trustee has failed to institute any such proceeding for 60 days after its receipt of such notice, request and offer of indemnity; and (v) no inconsistent direction has been given to the Trustee during such 60-day period by the Holders of a majority in aggregate principal amount of the Outstanding Senior Notes.

15. Trustee Dealings with the Issuer

Subject to certain limitations imposed by the TIA, the Trustee under the Indenture, in its individual or any other capacity, may become the owner or pledgee of this Senior Note and may otherwise deal with the Issuer with the same rights it would have if it were not Trustee.

16. Authentication

This Senior Note shall not be valid until an authorized signatory of the Trustee (or an authenticating agent) manually signs the certificate of authentication on the other side of this Senior Note.

17. Governing Law

THIS SENIOR NOTE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

18. CUSIP and ISIN Numbers

The Issuer has caused CUSIP and ISIN numbers to be printed on this Senior Note and has directed the Trustee to use CUSIP and ISIN numbers in notices of redemption as a convenience to Holders. No representation is made as to the accuracy of such numbers either as printed on this Senior Note or as contained in any notice of redemption and reliance may be placed only on the other identification numbers placed thereon.

The Issuer shall furnish to any Holder of this Senior Note upon written request and without charge to the Holder a copy of the Indenture which has in it the text of this Senior Note.

Exhibit 4.4

SKYWORKS SOLUTIONS, INC.

(as Issuer)

and

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION

(as Trustee)

Second Supplemental Indenture

Dated as of [●], 20[●]

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THIS SECOND SUPPLEMENTAL INDENTURE, between Skyworks Solutions, Inc., a Delaware corporation (the "Issuer"), having its principal office at 5260 California Avenue, Irvine, California 92617, and U.S. Bank Trust Company, National Association, as trustee (the "Trustee"), is made and entered into as of this [●] day of [●], 20[●].

RECITALS OF THE ISSUER

WHEREAS, the Issuer and the Trustee executed and delivered an Indenture dated as of [●], 20[●] (the "Indenture"), to provide for the issuance by the Issuer from time to time of debt securities;

WHEREAS, capitalized terms used herein, not otherwise defined, shall have the same meanings given them in the Indenture, as supplemented;

WHEREAS, the Issuer entered into that certain Agreement and Plan of Merger, dated as of October 27, 2025, by and among the Issuer, Comet Acquisition Corp., a Delaware corporation ("Merger Sub I"), Comet Acquisition II, LLC, a Delaware limited liability company ("Merger Sub II"), and Qorvo, Inc., a Delaware corporation ("Qorvo"), pursuant to which, upon the terms and subject to the conditions set forth therein, Merger Sub I will be merged with and into Qorvo (the "First Merger"), with Qorvo as the surviving entity in the First Merger (the "Surviving Corporation") and a wholly owned subsidiary of the Issuer, and immediately following the First Merger, and as the second step in a single integrated transaction with the First Merger, the Surviving Corporation will be merged with and into Merger Sub II (the "Second Merger," and together with the First Merger, the "Mergers"), with Merger Sub II as the surviving entity in the Second Merger and a wholly owned subsidiary of the Issuer;

WHEREAS, in connection with the Mergers, the Issuer proposes to establish under the Indenture a new series of debt securities, to be issued in exchange for 3.375% Senior Notes due 2031 of Qorvo (the "2031 Qorvo Notes"), pursuant to an exchange offer conducted pursuant to a registration statement, dated as of May 20, 2026 (the "Qorvo Exchange Offer");

WHEREAS, the Issuer has authorized the issuance of up to $700,000,000 aggregate principal amount of 3.375% Senior Notes due 2031 (the "Senior Notes"), to be issued in exchange for the 2031 Qorvo Notes;

WHEREAS, the Issuer desires to establish the terms of the Senior Notes in accordance with Section 2.01 of the Indenture; and

WHEREAS, this Second Supplemental Indenture shall modify the Indenture only with respect to the Senior Notes.

NOW, THEREFORE, it is mutually agreed as follows:

ARTICLE I

DEFINITIONS

Section 1.1 Definitions. For all purposes of this Second Supplemental Indenture, except as otherwise expressly provided or unless the context otherwise requires:

"Change of Control" means the occurrence of any of the following: (1) the direct or indirect sale, lease, transfer, conveyance or other disposition (other than by way of merger or consolidation), in one or a series of related transactions, of all or substantially all of the properties or assets of the Issuer and its Subsidiaries taken as a whole to any "person" (as that term is used in Section 13(d) and Section 14(d) of the Exchange Act) other than the Issuer or one of its Subsidiaries; (2) the adoption of a plan relating to the Issuer's liquidation or dissolution; (3) the consummation of any transaction (including, without limitation, any merger or consolidation) the result of which is that any "person" or "group" (as those terms are used in Section 13(d)(3) of the Exchange Act), other than the Issuer or its Subsidiaries, becomes the beneficial owner (as defined in Rules 13(d)(3) and 13(d)(5) of the Exchange Act), directly or indirectly, of more than 50% of the combined voting power of the Issuer's Voting Stock or other Voting Stock into which the Issuer's Voting Stock is reclassified, consolidated, exchanged or changed, measured by voting power rather than number of shares; or (4) the Issuer consolidates with, or merges with or into, any person, or any person consolidates with, or merges with or into the Issuer, in any such event pursuant to a transaction in which any of the outstanding Voting Stock of the Issuer or such other person is converted into or exchanged for cash, securities or other property, other than any such transaction where the shares of the Voting Stock of the Issuer outstanding immediately prior to such transaction constitute, or are converted into or exchanged for, a majority of the Voting Stock of the surviving person immediately after giving effect to such transaction.

"Change of Control Repurchase Event" means the occurrence of both a Change of Control and a Ratings Event.

"Corporate Trust Office" means, the office of the Trustee in the contiguous United States at which at any particular time this Second Supplemental Indenture shall be principally administered, which office at the date hereof is located at U.S. Bank Trust Company, National Association, 633 West Fifth Street, 24th Floor, Los Angeles, CA 90071, Attn. B. Scarbrough (Skyworks Solutions, Inc.).

"Fitch" means Fitch Ratings Inc., or any successor to the rating agency business thereof.

"Investment Grade" means a rating of BBB- or better by S&P (or its equivalent under any successor Rating Categories of S&P) or a rating of BBB- or better by Fitch (or its equivalent under any successor rating categories of Fitch); and the equivalent investment grade credit rating from any additional Rating Agency or Rating Agencies selected by the Issuer.

"Par Call Date" means January 1, 2031 (three months prior to the Maturity Date of the Senior Notes).

"Rating Agency" means (1) each of S&P and Fitch; and (2) if any of S&P and Fitch ceases to rate the Senior Notes or fails to make a rating of the Senior Notes publicly available for reasons outside of the control of the Issuer, a "nationally recognized statistical rating organization" within the meaning of Section 3(a)(62) of the Exchange Act, selected by the Issuer (as certified by a resolution of the Board of Directors) as a replacement for such rating agency.

"Ratings Event" means the rating of the Senior Notes is lowered by both Rating Agencies and the Senior Notes are rated below Investment Grade by both Rating Agencies on any day during the period (which period shall be extended so long as the rating of the Senior Notes is under publicly announced consideration for a possible downgrade by any of the Rating Agencies) commencing on the earlier of (x) the date of the first public notice of the occurrence of a Change of Control and (y) the date of public notice of an agreement that, if consummated, would result in a Change of Control and ending 60 days following consummation of such Change of Control; provided, however, that a Ratings Event otherwise arising by virtue of a particular reduction in rating will not be deemed to have occurred in respect of a particular Change of Control (and thus will not be deemed a Ratings Event for purposes of the definition of Change of Control Repurchase Event) unless the Rating Agency making the reduction in rating to which this definition would otherwise apply announces or publicly confirms or informs the Trustee in writing at the Issuer's or the Trustee's request that the reduction was the result of, or in respect of, the applicable Change of Control (whether or not the applicable Change of Control has occurred at the time of the Ratings Event).

"Record Date" means any date as of which the Holder of a Senior Note (or the 2031 Qorvo Note that has been exchanged for such Senior Note in the Qorvo Exchange Offer) will be determined for any purpose described herein, such determination to be made as of the close of business on such date by reference to the Security Register, and in relation to a determination of a payment of an installment of interest on the Senior Notes, shall have the meaning specified in the Senior Notes.

"Second Supplemental Indenture" means this Second Supplemental Indenture, as amended or supplemented from time to time.

"Senior Notes" has the meaning assigned in the Recitals.

"S&P" means Standard & Poor's Ratings Group, Inc., or any successor to the rating agency business thereof.

"Treasury Rate" means, with respect to any Redemption Date, the yield determined by the Issuer in accordance with the following two paragraphs:

- The Treasury Rate shall be determined by the Issuer after 4:15 p.m., New York City time (or after such time as yields on U.S. government securities are posted daily by the Board of Governors of the Federal Reserve System), on the third business day preceding the Redemption Date based upon the yield or yields for the most recent day that appear after such time on such day in the most recent statistical release published by the Board of Governors of the Federal Reserve System designated as "Selected Interest Rates (Daily) - H.15" (or any successor designation or publication) ("H.15") under the caption "U.S. government securities–Treasury constant maturities–Nominal" (or any successor caption or heading) ("H.15 TCM"). In determining the Treasury Rate, the Issuer shall select, as applicable: (1) the yield for the Treasury constant maturity on H.15 exactly equal to the period from the Redemption Date to the Par Call Date (the "Remaining Life"); or (2) if there is no such Treasury constant maturity on H.15 exactly equal to the Remaining Life, the two yields – one yield corresponding to the Treasury constant maturity on H.15 immediately shorter than and one yield corresponding to the Treasury constant maturity on H.15 immediately longer than the Remaining Life – and shall interpolate to the Par Call Date on a straight-line basis (using the actual number of days) using such yields and rounding the result to three decimal places; or (3) if there is no such Treasury constant maturity on H.15 shorter than or longer than the Remaining Life, the yield for the single Treasury constant maturity on H.15 closest to the Remaining Life. For purposes of this paragraph, the applicable Treasury constant maturity or maturities on H.15 shall be deemed to have a maturity date equal to the relevant number of months or years, as applicable, of such Treasury constant maturity from the Redemption Date.

- If on the third business day preceding the Redemption Date H.15 TCM is no longer published, the Issuer shall calculate the Treasury Rate based on the rate per annum equal to the semi-annual equivalent yield to maturity at 11:00 a.m., New York City time, on the second business day preceding such Redemption Date of the United States Treasury security maturing on, or with a maturity that is closest to, the Par Call Date, as applicable. If there is no United States Treasury security maturing on the Par Call Date but there are two or more United States Treasury securities with a maturity date equally distant from the Par Call Date, one with a maturity date preceding the Par Call Date and one with a maturity date following the Par Call Date, the Issuer shall select the United States Treasury security with a maturity date preceding the Par Call Date. If there are two or more United States Treasury securities maturing on the Par Call Date or two or more United States Treasury securities meeting the criteria of the preceding sentence, the Issuer shall select from among these two or more United States Treasury securities the United States Treasury security that is trading closest to par based upon the average of the bid and asked prices for such United States Treasury securities at 11:00 a.m., New York City time. In determining the Treasury Rate in accordance with the terms of this paragraph, the semi-annual yield to maturity of the applicable United States Treasury security shall be based upon the average of the bid and asked prices (expressed as a percentage of principal amount) at 11:00 a.m., New York City time, of such United States Treasury security, and rounded to three decimal places.

"Voting Stock" of any specified Person as of any date means the capital stock of such Person that is at the time entitled to vote generally in the election of the board of directors of such Person.

ARTICLE II

TERMS OF THE NOTES

Section 2.1 Title. The Senior Notes (i) are hereby established under the Indenture, (ii) shall constitute a series of Notes having the title "3.375% Senior Notes due 2031" to be issued on the date hereof in connection with the Qorvo Exchange Offer and (iii) shall be in the form attached as Exhibit A.

Section 2.2 Aggregate Principal Amount. The aggregate principal amount of the Senior Notes that may be authenticated and delivered under this Second Supplemental Indenture shall be no greater than $700,000,000; provided that the Issuer complies with the provisions of this Second Supplemental Indenture.

Section 2.3 Maturity. The entire outstanding principal amount of the Senior Notes shall be payable on April 1, 2031.

Section 2.4 Interest. The Senior Notes shall accrue interest at a rate of 3.375% per year. Interest shall accrue on the Senior Notes from the most recent Interest Payment Date to or for which interest has been paid or duly provided for (or if no interest has been paid or duly provided for, from the most recent date on which interest has been paid on the 2031 Qorvo Notes), payable semiannually in arrears on April 1 and October 1 of each year, beginning on [●], 20[●]. The Record Dates for payment of interest shall be March 15 and September 15 of each year.

Section 2.5 Place of Payment. The place where the principal of (and premium, if any) and interest, if any, with respect to the Senior Notes shall be payable shall be the Corporate Trust Office.

Section 2.6 Optional Redemption.

(a) The Senior Notes shall be redeemable at any time, and from time to time, by the Issuer pursuant to the optional redemption provisions of Section 2.6(b) and this Section 2.6.

(b) Prior to the Par Call Date, the Issuer may redeem the Senior Notes at its option at any time, and from time to time, in whole or in part. If the Issuer elects to redeem the Senior Notes prior to the Par Call Date, it will pay a Redemption Price (expressed as a percentage of principal amount and rounded to three decimal places) equal to the greater of:

(1) (a) the sum of the present values of the remaining scheduled payments of principal and interest thereon discounted to the Redemption Date (assuming the Senior Notes matured on the Par Call Date) on a semi-annual basis (assuming a 360-day year consisting of twelve 30-day months) at the Treasury Rate plus 20 basis points, less (b) interest accrued to the date of redemption, and

(2) 100% of the principal amount of the Senior Notes to be redeemed,

plus, in each case, accrued and unpaid interest thereon to, but not including, the Redemption Date.

In addition, at any time and from time to time, on or after the Par Call Date, the Issuer may redeem the Senior Notes at its option, either in whole or in part, at a Redemption Price equal to 100% of the aggregate principal amount of the Senior Notes to be redeemed on the Redemption Date, plus accrued and unpaid interest on the Senior Notes to, but not including, the Redemption Date.

Any redemption pursuant to this Section 2.6(b) shall be made pursuant to the provisions of Section 2.01(v)(f) and Article X of the Indenture.

Section 2.7 Change of Control Repurchase.

(a) If a Change of Control Repurchase Event occurs, except as set forth in paragraph (f) below or unless the Issuer has redeemed (or given notice of redemption of) the Senior Notes as set forth in Section 2.6, the Issuer shall be required to make an offer to each Holder of the Senior Notes to repurchase all or any part (in excess of $2,000 and in integral multiples of $1,000 in excess thereof) of that Holder's Senior Notes at a purchase price in cash equal to 101% of the aggregate principal amount of the Senior Notes repurchased plus any accrued and unpaid interest on the Senior Notes repurchased to, but not including, the date of repurchase.

(b) Within 45 days following any Change of Control Repurchase Event or, at the option of the Issuer, prior to any Change of Control, but after the public announcement of the Change of Control, the Issuer shall send a notice to each Holder, with a copy to the Trustee, describing the transaction or transactions that constitute or may constitute the Change of Control Repurchase Event and offering to repurchase the Senior Notes on the payment date specified in the notice, which date shall be no earlier than 30 days and no later than 60 days from the date such notice is sent. The notice shall, if sent prior to the date of consummation of the Change of Control, state that the offer to purchase is conditioned on a Change of Control Repurchase Event occurring on or prior to the payment date specified in the notice.

(c) The Issuer shall comply with the requirements of Rule 14e-1 under the Exchange Act, and any other securities laws and regulations to the extent those laws and regulations are applicable in connection with the repurchase of the Senior Notes as a result of a Change of Control Repurchase Event. To the extent that the provisions of any securities laws or regulations conflict with this Section 2.7, the Issuer shall comply with the applicable securities laws and regulations and shall not be deemed to have breached its obligations under this Section 2.7 by virtue of compliance with such securities laws or regulations.

(d) On the repurchase date following a Change of Control Repurchase Event, the Issuer shall, to the extent lawful:

(i) accept for payment all the Senior Notes or portions of the Senior Notes properly tendered (and not withdrawn) pursuant to its offer;

(ii) deposit with the Paying Agent an amount equal to the aggregate purchase price in respect of all the Senior Notes or portions of the Senior Notes so accepted for payment; and

(iii) deliver or cause to be delivered to the Trustee the Senior Notes properly accepted, together with an Officer's Certificate stating the aggregate principal amount of Senior Notes being purchased by the Issuer.

(e) The Paying Agent shall promptly mail or deliver by wire transfer (or otherwise in accordance with the procedures of the Depositary) to each Holder of Senior Notes so accepted for payment the purchase price for the Senior Notes, and the Trustee shall promptly authenticate and mail (or cause to be transferred by book-entry) to each Holder a new Senior Note equal in principal amount to any unpurchased portion of any Senior Notes surrendered.

(f) The Issuer shall not be required to make an offer to repurchase the Senior Notes upon a Change of Control Repurchase Event if a third party makes such an offer in the manner, at the times and otherwise in compliance with the requirements for an offer made by the Issuer and such third party purchases all Senior Notes properly tendered and not withdrawn under its offer.

(g) Should the Issuer choose to exercise its rights under Section 3.01 or 3.02 of the Indenture, it shall no longer be obligated to make an offer to repurchase the Senior Notes following a Change of Control Repurchase Event.

Section 2.8 Issue Date. The Issue Date of the Senior Notes is [●], 20[●].

Section 2.9 Issue Price. The issue price of the Senior Notes is 100% of the aggregate principal amount of the Senior Notes.

Section 2.10 Definitive and Global Notes. The Senior Notes are issuable in whole or in part in the form of Global Notes and the Depositary for such Global Notes shall be The Depository Trust Company.

Section 2.11 Denomination. The Senior Notes shall be issued in registered form in minimum denominations of $2,000 and integral multiples of $1,000 in excess thereof.

Section 2.12 Defeasance and Discharge of Covenants upon Deposit of Moneys, U.S. Government Obligations.

(a) Sub-clause (b) of the first paragraph of Section 3.02 of the Indenture is hereby supplemented to add after "9.07" thereof:

"and Section 2.7 of the Second Supplemental Indenture"

(b) The last sentence of the third to last paragraph of Section 3.02 of the Indenture is hereby supplemented to add to the end thereof:

"and the Issuer shall no longer be obligated to make an offer under Section 2.7 of the Second Supplemental Indenture upon the occurrence of a Change of Control."

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Second Supplemental Indenture to be duly executed as of the day and year first above written.

SKYWORKS SOLUTIONS, INC.

By: _____
Name: Philip Carter
Title: Senior Vice President and Chief Financial Officer

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION,
as Trustee

By: _____
Name: Bradley E. Scarbrough
Title: Vice President

EXHIBIT A

Form of Senior Note

THIS IS A GLOBAL NOTE WITHIN THE MEANING OF THE INDENTURE REFERRED TO HEREIN.

UNLESS THIS CERTIFICATE IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TRUST COMPANY, A NEW YORK CORPORATION ("DTC"), NEW YORK, NEW YORK, TO THE ISSUER OR ITS AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE OR PAYMENT, AND ANY CERTIFICATE ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR IN SUCH OTHER NAME AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC (AND ANY PAYMENT IS MADE TO CEDE & CO. OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL INASMUCH AS THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN.

TRANSFERS OF THIS GLOBAL NOTE SHALL BE LIMITED TO TRANSFERS IN WHOLE, BUT NOT IN PART, TO NOMINEES OF DTC OR TO A SUCCESSOR THEREOF OR SUCH SUCCESSOR'S NOMINEE AND TRANSFERS OF PORTIONS OF THIS GLOBAL NOTE SHALL BE LIMITED TO TRANSFERS MADE IN ACCORDANCE WITH THE RESTRICTIONS SET FORTH IN THE INDENTURE REFERRED TO ON THE REVERSE HEREOF.

No. R-[●]

3.375% Senior Note due 2031

CUSIP No. [●]
ISIN No. [●]
Principal Amount: $[●]

SKYWORKS SOLUTIONS, INC., a Delaware corporation, promises to pay to Cede & Co., or registered assigns, the principal sum listed on the Schedule of Increases or Decreases in Global Note attached hereto on April 1, 2031.

Interest Payment Dates: April 1 and October 1, beginning on [●], 20[●].

Record Dates: March 15 and September 15.

Additional provisions of this Senior Note are set forth on the other side of this Senior Note.

IN WITNESS WHEREOF, the parties have caused this instrument to be duly executed.

SKYWORKS SOLUTIONS, INC.

By: _____
Name:
Title:

Dated:

TRUSTEE'S CERTIFICATE OF AUTHENTICATION

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, as Trustee, certifies that this is one of the Senior Notes referred to in the Second Supplemental Indenture.

By: _____
Authorized signatory

[REVERSE SIDE OF NOTE]

SCHEDULE OF INCREASES OR DECREASES IN GLOBAL NOTE

The initial principal amount of this Global Note is $[●]. The following increases or decreases in this Global Note have been made:

Date of Exchange	Amount of decrease in Principal Amount of this Global Note	Amount of increase in Principal Amount of this Global Note	Principal amount of this Global Note following such decrease or increase	Signature of authorized signatory of Trustee

3.375% Senior Notes due 2031

1. Interest

SKYWORKS SOLUTIONS, INC., a Delaware corporation (such corporation, and its successors and assigns under the Indenture hereinafter referred to, being herein called the "Issuer"), promises to pay interest on the principal amount of this Senior Note at the rate per annum shown above. The Issuer shall pay interest semiannually on April 1 and October 1 of each year, beginning on [●], 20[●]. The Record Dates for payment of interest shall be March 15 and September 15 of each year. Interest on this Senior Note shall accrue from the most recent date to which interest has been paid or duly provided for or, if no interest has been paid or duly provided for, from the most recent date on which interest has been paid on the 2031 Qorvo Notes until the principal hereof is due. Interest shall be computed on the basis of a 360-day year of twelve 30-day months.

2. Method of Payment

The Issuer shall pay interest on this Senior Note (except defaulted interest) to the Persons who are registered Holders at the close of business on the Record Date. Holders must surrender this Senior Note to a Paying Agent to collect principal payments. Payment of principal of, and premium, if any, and interest on this Senior Note registered in the name of or held by DTC or its nominee shall be made in immediately available funds to DTC or its nominee, as the case may be, as the Holder of such Global Note. If any of the Senior Notes are no longer represented by a Global Note, payment of interest on certificated Senior Notes in definitive form may, at the option of the Issuer, be made by (i) check mailed directly to Holders at their registered addresses or (ii) upon request of any Holder of at least $1,000,000 principal amount of Senior Notes, wire transfer to an account located in the United States by the payee.

3. Paying Agent and Registrar

Initially, U.S. Bank Trust Company, National Association, a national banking association, as trustee (the "Trustee"), shall act as Paying Agent and Registrar. The Issuer may act as Paying Agent.

4. Indenture

The Issuer issued this Senior Note under an Indenture dated as of [●], 20[●] (the "Base Indenture"), between the Issuer and the Trustee, as supplemented by the Second Supplemental Indenture, dated as of [●], 20[●] (the "Second Supplemental Indenture" and, together with the Base Indenture, the "Indenture"). The terms of this Senior Note include those stated in the Indenture, and those made part of the Indenture by reference to the Trust Indenture Act of 1939 (15 U.S.C. §§ 77aaa-77bbbb) as in effect on the date of the Indenture (the "TIA"). Terms defined in the Indenture and not defined herein have the meanings ascribed thereto in the Indenture. This Senior Note is subject to all terms and provisions of the Indenture, and Holders (as defined in the Indenture) are referred to the Indenture and the TIA for a statement of such terms and provisions. In the event of a conflict between any provision of this Senior Note and the Indenture, the Indenture shall govern such provision.

This Senior Note is a senior unsecured obligation of the Issuer of which an unlimited aggregate principal amount may be at any one time Outstanding. The Indenture imposes certain limitations on the ability of the Issuer and its Significant Subsidiaries to, among other things, create, incur, assume or permit to exist Liens and enter into certain Sale-Leaseback Transactions. The Indenture also imposes limitations on the ability of the Issuer to consolidate or merge with or into another entity, or sell, lease, convey, transfer or otherwise dispose of all or substantially all of the Issuer's and its Subsidiaries' property and assets (taken as a whole) to another entity.

5. Optional Redemption

Prior to January 1, 2031 (three months prior to the Maturity Date of this Senior Note) (the "Par Call Date"), the Issuer may redeem the Senior Notes at its option at any time, and from time to time, in whole or in part. If the Issuer elects to redeem the Senior Notes prior to the Par Call Date, it will pay a Redemption Price (expressed as a percentage of principal amount and rounded to three decimal places) equal to the greater of:

(1) (a) the sum of the present values of the remaining scheduled payments of principal and interest thereon discounted to the Redemption Date (assuming the Senior Notes matured on the Par Call Date) on a semi-annual basis (assuming a 360-day year consisting of twelve 30-day months) at the Treasury Rate plus 20 basis points, less (b) interest accrued to the date of redemption, and

(2) 100% of the principal amount of the Senior Notes to be redeemed,

plus, in each case, accrued and unpaid interest thereon to, but not including, the Redemption Date.

In addition, at any time and from time to time, on or after the Par Call Date, the Issuer may redeem the Senior Notes at its option, either in whole or in part, at a Redemption Price equal to 100% of the aggregate principal amount of the Senior Notes to be redeemed on the Redemption Date, plus accrued and unpaid interest on the Senior Notes to, but not including, the Redemption Date.

6. Sinking Fund

This Senior Note is not subject to any sinking fund.

7. Notice of Redemption

If the Issuer elects to redeem this Senior Note pursuant to Section 5 hereof, it shall furnish the Trustee, at least 10 days but not more than 60 days before the Redemption Date, an Officer's Certificate setting forth (1) the Redemption Date and (2) the CUSIP and/or ISIN numbers of this Senior Note. Notice of redemption shall be given by the Issuer or, at the Issuer's request, by the Trustee in the name and at the expense of the Issuer; provided, that if the Issuer requests the Trustee to give such notice, it shall provide an execution version of such notice to the Trustee at least five days prior to the date such notice is required to be sent to the Holders (or such shorter period as shall be acceptable to the Trustee).

Such notice of redemption to the Holders of this Senior Note at the option of the Issuer shall be given by first-class mail, postage prepaid, mailed or otherwise delivered electronically or in accordance with the procedures of DTC to holders of Global Notes, with a copy to the Trustee, not fewer than 10 nor more than 60 (unless in connection with a Discharge or Defeasance) days prior to the Redemption Date to each such Holder at such Holder's last address appearing in the Security Register (or by electronic delivery or pursuant to the applicable procedures of the Depositary).

8. Repurchase of this Senior Note at the Option of Holders upon Change of Control Repurchase Event

If a Change of Control Repurchase Event occurs, unless the Issuer has redeemed (or given notice of redemption of) this Senior Note as described in the Indenture, the Issuer will be required to make an offer to each Holder of this Senior Note to repurchase all or any part (in excess of $2,000 and in integral multiples of $1,000 in excess thereof) of the applicable percentage of this Senior Note at a repurchase price in cash equal to 101% of the aggregate principal amount of such percentage of this Senior Note plus any accrued and unpaid interest on this Senior Note repurchased to, but not including, the date of repurchase, as provided in, and subject to the terms of, the Indenture.

9. Denominations; Transfer; Exchange

Senior Notes may be issued in registered form in minimum denominations of $2,000 and integral multiples of $1,000 in excess thereof. A Holder may transfer or exchange this Senior Note in accordance with the Indenture. Upon any transfer or exchange, the Issuer and the Trustee may require a Holder, among other things, to furnish appropriate endorsements or transfer documents and to pay any taxes required by law or permitted by the Indenture. The Issuer need not register the transfer of or exchange this Senior Note if selected for redemption (except, in the event it will be redeemed in part, the portion not to be redeemed) or to transfer or exchange this Senior Note for a period of 15 days prior to a selection of Senior Notes to be redeemed.

10. Persons Deemed Owners

With certain exceptions, the registered Holder of this Senior Note may be treated as the owner of it for all purposes.

11. Unclaimed Money

Subject to applicable abandoned property laws, if money for the payment of principal or interest, if any, remains unclaimed for two years, the Trustee shall pay the money back to the Issuer at its request. After any such payment, Holders entitled to the money must look to the Issuer for payment as unsecured general creditors and the Trustee and the Paying Agent shall have no further liability with respect to such monies.

12. Discharge and Defeasance

Subject to certain conditions, the Issuer at any time may terminate some of or all its obligations under this Senior Note and the Indenture if the Issuer deposits with the Trustee money in cash in U.S. dollars, or non-callable U.S. Government Obligations, or a combination thereof, sufficient to pay and discharge the entire indebtedness of this Senior Note with respect to principal, premium, if any, and interest to the Maturity Date or Redemption Date, as the case may be.

13. Amendment, Waiver

Subject to certain exceptions set forth in the Indenture, (i) the Indenture may be amended under certain circumstances with the written consent of the Holders of at least a majority in aggregate principal amount of the Outstanding Senior Notes and (ii) certain defaults may be waived with the written consent of the Holders of at least a majority in principal amount of the Outstanding Senior Notes. Subject to certain exceptions set forth in the Indenture, without the consent of the Holders of any Senior Notes, the Issuer and the Trustee may amend the Indenture: (i) to evidence the succession of another Person to the Issuer and the assumption by any such successor of the covenants of the Issuer under the Indenture and the Senior Notes; (ii) to add to the covenants of the Issuer for the benefit of Holders of the Senior Notes or to surrender any right or power conferred upon the Issuer; (iii) to add any additional events of default for the benefit of Holders of the Senior Notes; (iv) to add to or change any of the provisions of the Indenture as necessary to permit or facilitate the issuance of Senior Notes in bearer form, registrable or not registrable as to principal, and with or without interest coupons, or to permit or facilitate the issuance of Senior Notes in uncertificated form, or relating to the transfer and legending of Senior Notes; (v) to secure the Senior Notes or to add guarantees of the Senior Notes; (vi) to add or appoint a successor or separate Trustee; (vii) to cure any ambiguity, defect, mistake or inconsistency; (viii) to supplement any of the provisions of the Indenture as necessary to permit or facilitate the defeasance (whether legal defeasance or covenant defeasance) and discharge of Senior Notes; provided that the interests of the holders of the Senior Notes are not adversely affected in any material respect; (ix) to make any other change that would not adversely affect the rights of any Holders of the Senior Notes; (x) to make any change necessary to comply with any requirement of the Commission in connection with the qualification of the Indenture or any supplemental Indenture under the TIA; (xi) to conform any provision in the Indenture to the section entitled “Description of the Skyworks Notes” in the registration statement, dated as of May 20, 2026, as amended, relating to the Senior Notes; and (xii) to reflect the issuance of additional Notes as permitted by Section 2.01 and Section 2.02 of the Indenture.

14. Defaults and Remedies

If any Event of Default (other than an Event of Default relating to certain events of bankruptcy, insolvency or reorganization of the Issuer) with respect to this Senior Note occurs and is continuing, then either the Trustee or the Holders of not less than 25% in aggregate principal amount of the Outstanding Senior Notes may declare the principal of all Outstanding Senior Notes, and the interest to the date of acceleration, if any, accrued thereon, to be immediately due and payable by notice in writing to the Issuer (and to the Trustee if given by Holders) specifying the Event of Default. If an Event of Default relating to a merger or certain events of bankruptcy, insolvency or reorganization of the Issuer occurs, then the principal amount of all the Senior Notes then Outstanding and interest accrued thereon, if any, shall become and be immediately due and payable without any declaration or other act on the part of the Trustee or the Holders of the Senior Notes, to the fullest extent permitted by applicable law.

Under certain circumstances, the Holders of a majority in aggregate principal amount of the Outstanding Senior Notes may rescind and annul any such acceleration with respect to the Senior Notes and its consequences.

No Holder of this Senior Note may institute any action, unless and until: (i) such Holder has given the Trustee written notice of a continuing Event of Default with respect to the Senior Notes; (ii) the Holders of at least 25% in aggregate principal amount of the Outstanding Senior Notes have made a written request to the Trustee to institute proceedings in respect of such Event of Default in its own name as Trustee hereunder; (iii) such Holder or Holders has or have offered the Trustee, and if requested, provided indemnity or security reasonably satisfactory to the Trustee against the costs, expenses and liabilities to be incurred in compliance with such request; (iv) the Trustee has failed to institute any such proceeding for 60 days after its receipt of such notice, request and offer of indemnity; and (v) no inconsistent direction has been given to the Trustee during such 60-day period by the Holders of a majority in aggregate principal amount of the Outstanding Senior Notes.

15. Trustee Dealings with the Issuer

Subject to certain limitations imposed by the TIA, the Trustee under the Indenture, in its individual or any other capacity, may become the owner or pledgee of this Senior Note and may otherwise deal with the Issuer with the same rights it would have if it were not Trustee.

16. Authentication

This Senior Note shall not be valid until an authorized signatory of the Trustee (or an authenticating agent) manually signs the certificate of authentication on the other side of this Senior Note.

17. Governing Law

THIS SENIOR NOTE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

18. CUSIP and ISIN Numbers

The Issuer has caused CUSIP and ISIN numbers to be printed on this Senior Note and has directed the Trustee to use CUSIP and ISIN numbers in notices of redemption as a convenience to Holders. No representation is made as to the accuracy of such numbers either as printed on this Senior Note or as contained in any notice of redemption and reliance may be placed only on the other identification numbers placed thereon.

The Issuer shall furnish to any Holder of this Senior Note upon written request and without charge to the Holder a copy of the Indenture which has in it the text of this Senior Note.

Exhibit 4.9

Execution Version

Qorvo, Inc.

and each of the Subsidiary Guarantors named herein

4.375% SENIOR NOTES DUE 2029

Indenture

Dated as of September 30, 2019

MUFG Union Bank, N.A.,

as Trustee

CROSS-REFERENCE TABLE*

Trust Indenture Act Section	**Indenture Section**
310 (a)(1)	7.10
(a)(2)	7.10
(a)(3)	N.A.
(a)(4)	N.A.
(a)(5)	7.10
(b)	7.10
311 (a)	7.11
(b)	7.11
312 (a)	2.06
(b)	13.03
(c)	13.03
313 (a)	7.06
(b)(1)	N.A.
(b)(2)	7.06
(c)	7.06, 13.02
(d)	7.06
314 (a)(4)	4.03, 4.04, 13.05
(b)	N.A.
(c)(1)	13.04
(c)(2)	13.04
(c)(3)	N.A.
(d)	N.A.
(e)	13.05
(f)	N.A.
315 (a)	7.01(b)
(b)	7.05
(c)	7.01(a)
(d)	7.01(c)
(e)	6.11
316 (a) (last sentence)	2.10
(a)(1)(A)	6.05
(a)(1)(B)	6.04
(a)(2)	N.A.
(b)	6.07
(c)	13.14(d)
317 (a)(1)	6.08
(a)(2)	6.09
(b)	2.05
318 (a)	N.A.
(b)	N.A.
(c)	13.01

* N.A. means not applicable.

This Cross-Reference Table is not part of this Indenture.

TABLE OF CONTENTS

EXHIBITS

INDENTURE dated as of September 30, 2019 among Qorvo, Inc., a Delaware corporation (the "Company"), the Subsidiary Guarantors (as defined below) listed on the signature pages hereto and MUFG Union Bank, N.A., as Trustee (as defined below).

The Company has duly authorized the execution and delivery of this Indenture to provide for the issuance from time to time of its 4.375% Senior Notes due 2029. The initial Subsidiary Guarantors have duly authorized the execution and delivery of this Indenture to provide for a guarantee of the Notes (as defined below) and of certain of the Company's obligations hereunder. All things necessary to make this Indenture a valid agreement of the Company and the initial Subsidiary Guarantors, in accordance with its terms, have been done.

The Company, the Subsidiary Guarantors and the Trustee agree as follows for the benefit of each other and for the equal and ratable benefit of the Holders (as defined below) of the Notes:

ARTICLE ONE
DEFINITIONS AND INCORPORATION BY REFERENCE

Section 1.01. Definitions.

"144A Global Note" means a Global Note substantially in the form of Exhibit A bearing the Global Note Legend and the Private Placement Legend and deposited with or on behalf of, and registered in the name of, the Depositary or its nominee, that shall be issued in a denomination equal to the outstanding original principal amount of the Notes sold in reliance on Rule 144A.

"2025 Notes" means the Company's 7.00% Senior Notes due 2025.

"Additional Assets" means:

(1) any property or assets (other than Indebtedness and Capital Stock) to be used by the Company or a Restricted Subsidiary in a Permitted Business;

(2) the Capital Stock of a Person that becomes a Restricted Subsidiary as a result of the acquisition of such Capital Stock by the Company or another Restricted Subsidiary; or

(3) Capital Stock constituting a minority interest in any Person that at such time is a Restricted Subsidiary; *provided*, *however*, that any such Restricted Subsidiary described in clause (1) or (2) above is primarily engaged in a Permitted Business.

"Additional Interest" means (i) with respect to the Initial Notes, all additional interest owing on the Initial Notes pursuant to the Registration Rights Agreement entered into with respect to such Initial Notes, and (ii) with respect to Additional Notes, all additional interest owing on such Additional Notes pursuant to the Registration Rights Agreement entered into with respect to such Additional Notes.

"Additional Notes" means additional Notes (other than Initial Notes and Exchange Notes in respect thereto) issued under this Indenture in accordance with Section 2.02 and subject to the limitations of Section 4.09.

"Adjusted EBITDA" means, with respect to any Person for any period, the Consolidated Net Income of such Person for such period:

(a) increased (without duplication) by the following to the extent deducted in calculating the Consolidated Net Income of such Person for such period:

(1) provision for Federal, state, local and foreign taxes based on income or profits or capital (including, without limitation, state franchise, excise and similar taxes and foreign withholding taxes of such Person) paid or accrued during such period, including any penalties and interest relating to any tax examinations, and (without duplication) net of any tax credits applied during such period (including tax credits applicable to taxes paid in earlier periods); *plus*

(2) Consolidated Interest Expense; *plus*

(3) depreciation and amortization expense; *plus*

(4) any expenses or charges (other than depreciation or amortization expense) related to any equity offering, Investment, acquisition, Asset Disposition or recapitalization permitted under this Indenture or the incurrence of Indebtedness permitted to be incurred under this Indenture (including any amendment, modification or refinancing thereof) (whether or not successful), including such fees, expenses or charges related to the Transactions; *plus*

(5) the amount of any restructuring charge or reserve or integration cost, including any one-time costs incurred in connection with acquisitions or divestitures after the Issue Date; *plus*

(6) other non-cash charges, write-downs, expenses, losses or items reducing Consolidated Net Income of such Person for such period, including any impairment charges or the impact of purchase accounting (excluding any such non-cash charge, writedown or item to the extent it represents an accrual or reserve for a cash expenditure for a future period), *less* other non-cash items of income increasing Consolidated Net Income (excluding any such non-cash item of income to the extent it represents a receipt of cash in any future period so long as such receipt of cash is not included in calculating Consolidated Net Income or Adjusted EBITDA in such later period); *plus*

(7) all expenses and charges relating to non-controlling Capital Stock and equity income in non-wholly owned Restricted Subsidiaries; *plus*

(8) any costs or expense incurred pursuant to any equity plan or stock option plan or any other director, officer, management or employee benefit plan, arrangement or agreement or any stock subscription or stockholder agreement; *plus*

(9) cash receipts (or any netting arrangements resulting in reduced cash expenditures) not included in Adjusted EBITDA or Consolidated Net Income in any period to the extent non-cash gains relating to such receipts were deducted in the calculation of Adjusted EBITDA pursuant to paragraph (b) below for any previous period and not otherwise added back in such period or any other period; *plus*

(10) cost savings, expense reductions, operating improvements, integration savings and synergies, in each case, resulting from acquisitions or divestitures after the Issue Date and projected by the Company in good faith to be realized as a result, and within 12 months, of such acquisition or divestiture;

(b) decreased (without duplication) by the following to the extent included in calculating the Consolidated Net Income of such Person for such period:

(1) non-cash gains other than (A) non-cash gains to the extent they represent the reversal of an accrual or cash reserve for a potential cash item that reduced Adjusted EBITDA in any prior period and (B) non-cash gains with respect to cash actually received in a prior period so long as such cash did not increase Adjusted EBITDA in such prior period.

"Affiliate" means, with respect to any Person, another Person that directly, or indirectly through one or more intermediaries, Controls or is Controlled by or is under common Control with the Person specified.

"Agent" means any Registrar or Paying Agent, or the Custodian.

"Applicable Premium" means, with respect to a Note at any date of redemption, the greater of (i) 1.0% of the then-outstanding principal amount of such Note and (ii) the excess of (A) the present value at such date of redemption of (1) the redemption price of such Note at October 15, 2024 (such redemption price being described in Section 3.07) *plus* (2) all remaining required interest payments due on such Note through October 15, 2024 (excluding accrued but unpaid interest to the date of redemption), computed using a discount rate equal to the Treasury Rate (as of such redemption date or, in the case of satisfaction and discharge or defeasance, as of the date on which funds are deposited with the Trustee) *plus* 50 basis points, over (B) the then-outstanding principal amount of such Note. The Applicable Premium shall be determined by the Company. The Trustee shall have no duty to calculate or verify the calculations of the Applicable Premium.

"Applicable Procedures" means, with respect to any payment, tender, redemption, transfer or exchange of or for beneficial interests in any Global Note, the rules and procedures of the Depositary, Euroclear and Clearstream that apply to such payment, tender, redemption, transfer or exchange.

"Asset Disposition" means any sale, lease, transfer or other disposition (or series of related sales, leases, transfers or dispositions that are part of a common plan) by the Company or any Restricted Subsidiary (other than operating leases entered into in the ordinary course of business), including any disposition by means of a merger, consolidation, or similar transaction (each referred to for the purposes of this definition as a "disposition"), of:

(1) any shares of Capital Stock of a Restricted Subsidiary (other than directors' qualifying shares or shares required by applicable law to be held by a Person other than the Company or a Restricted Subsidiary),

(2) all or substantially all the assets of any division or line of business of the Company or any Restricted Subsidiary or

(3) any other assets of the Company or any Restricted Subsidiary outside of the ordinary course of business of the Company or such Restricted Subsidiary,

other than, in each of cases (1), (2) and (3),

(A) any disposition by a Restricted Subsidiary to the Company or by the Company or a Restricted Subsidiary to a Restricted Subsidiary,

(B) for purposes of the provisions described in Section 4.10 only, a disposition subject to (and permitted by) Section 4.07,

(C) a disposition of assets with a Fair Market Value of less than $100,000,000,

(D) any disposition of surplus, obsolete, discontinued or worn-out equipment or other assets that, in the good faith judgment of the Company, are no longer used or useful in the ongoing business of the Company and its Restricted Subsidiaries,

(E) (i) any disposition of cash or Cash Equivalents or readily marketable securities or (ii) any disposition resulting from the liquidation or dissolution of any Restricted Subsidiary to the extent made ratably in accordance with the relative equity interests held by, or capital accounts of, the owners thereof,

(F) any transaction that constitutes a Permitted Investment,

(G) the creation of any Permitted Lien,

(H) the unwinding of any obligations (contingent or otherwise) existing or arising under any Swap Contract,

(I) dispositions of delinquent accounts receivable in connection with collection or compromise thereof; any release of any intangible claims or rights in connection with a lawsuit, dispute or other controversy; licenses (including licenses of intellectual property), sublicenses, leases or subleases granted to any Persons and not interfering in any material respect with the business of the Company and its Subsidiaries,

(J) any disposition arising from foreclosure, condemnation or similar action with respect to any property or other assets, or exercise of termination rights under any lease, license, concession or other agreement, or disposition of properties that have been subject to a casualty to the respective insurer of such property or its designee as part of an insurance settlement; and any surrender or waiver of contract rights or a settlement, release or surrender of contract, tort or other claims in the ordinary course of business, and

(K) any disposition of securities of any Unrestricted Subsidiary.

"Attributable Indebtedness" means, on any date, (a) in respect of any Capitalized Lease of any Person, the capitalized amount thereof that would appear on a balance sheet of such Person prepared as of such date in accordance with GAAP and (b) in respect of any Synthetic Lease Obligation, the capitalized amount of the remaining lease or similar payments under the relevant lease or other applicable agreement or instrument that would appear on a balance sheet of such Person prepared as of such date in accordance with GAAP if such lease or other agreement or instrument were accounted for as a Capitalized Lease.

"Average Life" means, as of the date of determination, with respect to any Indebtedness or Preferred Stock, the quotient obtained by dividing:

(1) the sum of the products of the numbers of years from the date of determination to the dates of each successive scheduled principal payment of such Indebtedness or scheduled redemption or similar payment with respect to such Preferred Stock multiplied by the amount of such payment *by*

(2) the sum of all such payments.

"Bankruptcy Law" means the Bankruptcy Code of the United States, and all other liquidation, conservatorship, bankruptcy, assignment for the benefit of creditors, moratorium, rearrangement, receivership, insolvency, reorganization, or similar debtor relief Laws of the United States or other applicable jurisdictions from time to time in effect.

"Board of Directors" means the Board of Directors of the Company or any committee thereof duly authorized to act on behalf of the Board of Directors of the Company.

"Board Resolution" means a resolution certified by the Secretary or an Assistant Secretary of the Company to have been duly adopted by the Board of Directors of the Company and to be in full force and effect on the date of such certification.

"Business Day" means each day that is not a Legal Holiday.

"Capital Stock" means, with respect to any Person, all of the shares of capital stock of (or other ownership or profit interests in) such Person, all of the warrants, options or other rights for the purchase or acquisition from such Person of shares of capital stock of (or other ownership or profit interests in) such Person, all of the securities convertible into or exchangeable for shares of capital stock of (or other ownership or profit interests in) such Person or warrants, rights or options for the purchase or acquisition from such Person of such shares (or such other interests), and all of the other ownership or profit interests in such Person (including partnership, member or trust interests therein), whether voting or nonvoting, and whether or not such shares, warrants, options, rights or other interests are outstanding on any date of determination.

"Capitalized Leases" means all leases that have been or should be, in accordance with GAAP, recorded as capitalized leases.

"Cash Equivalents" means any of the following types of Investments, to the extent owned by the Company or any of its Restricted Subsidiaries:

(1) readily marketable obligations issued or directly and fully guaranteed or insured by the United States of America or any agency or instrumentality thereof having maturities of not more than one year from the date of acquisition thereof; *provided* that the full faith and credit of the United States of America is pledged in support thereof, or, in the case of a Foreign Subsidiary, readily marketable obligations issued or directly and fully guaranteed or insured by the government, governmental agency or applicable multinational intergovernmental organization of the country of such Foreign Subsidiary or backed by the full faith and credit of the government, governmental agency or applicable multinational intergovernmental organization of the country of such Foreign Subsidiary having maturities of not more than one year from the date of acquisition thereof;

(2) readily marketable obligations issued by any state of the United States of America or any political subdivision of any such state or any public instrumentality thereof maturing within one year from the date of acquisition thereof and having, at the time of acquisition, the highest rating obtainable from Moody's or S&P;

(3) demand deposits, time deposits, Eurodollar time deposits, repurchase agreements or reverse repurchase agreements with, or insured certificates of deposit or bankers' acceptances of, or that are guaranteed by, any commercial bank that (i) is organized under the laws of the United States of America, any state thereof or the District of Columbia or is the principal banking subsidiary of a bank holding company organized under the laws of the United States of America, any state thereof or the District of Columbia, and is a member of the Federal Reserve System, (ii) issues (or the parent of which issues) commercial paper rated as described in clause (4) of this definition and (iii) has combined capital and surplus of at least $500,000,000, in each case with maturities of not more than one year from the date of acquisition thereof;

(4) commercial paper issued by any Person organized under the laws of any state of the United States of America and rated at least "Prime-2" (or the then equivalent grade) by Moody's or at least "A-2" (or the then equivalent grade) by S&P, in each case with maturities of not more than one year from the date of acquisition thereof;

(5) corporate promissory notes or other obligations maturing not more than one year after the date of acquisition which at the time of such acquisition have, or are supported by, an unconditional guaranty from a corporation with similar obligations which have the highest rating obtainable from Moody's or S&P;

(6) Investments, classified in accordance with GAAP as current assets of the Company or any of its Restricted Subsidiaries, in money market investment programs registered under the Investment Company Act of 1940, which are administered by financial institutions that have the highest rating obtainable from either Moody's or S&P, and the portfolios of which are limited solely to Investments of the character, quality and maturity described in clauses (1), (2), (3), (4) and (5) of this definition;

(7) other short-term investments utilized by Foreign Subsidiaries in accordance with normal investment practices for cash management in investments of a type analogous to the foregoing; and

(8) solely with respect to any Foreign Subsidiary, non-Dollar denominated (i) certificates of deposit of, bankers acceptances of, or time deposits with, any commercial bank which is organized and existing under the laws of the country in which such Foreign Subsidiary maintains its chief executive office and principal place of business provided such country is a member of the Organization for Economic Cooperation and Development, and whose short-term commercial paper rating from S&P is at least A-1 or the equivalent thereof or from Moody's is at least P-1 or the equivalent thereof (any such bank being an "Approved Foreign Bank") and maturing within 180 days of the date of acquisition and (ii) equivalents of demand deposit accounts which are maintained with an Approved Foreign Bank.

"Change of Control" means:

(1) any event or series of events by which any "person" or "group" (as such terms are used in Sections 13(d) and 14(d) of the Exchange Act, but excluding any employee benefit plan of such person or its Subsidiaries, and any Person acting in its capacity as trustee, agent or other fiduciary or administrator of any such plan) becomes the "beneficial owner" (as defined in Rules 13d-3 and 13d-5 under the Exchange Act), directly or indirectly, of 50% or more of the equity securities of the Company entitled to vote for members of the Board of Directors or equivalent governing body of the Company on a fully-diluted basis, or

(2) the Company sells, conveys, transfers or leases (either in one transaction or a series of related transactions) all or substantially all of its assets to, or merges or consolidates with, a Person other than a Subsidiary of the Company, other than a merger or consolidation where (A) the equity securities of the Company entitled to vote for members of the board of directors or equivalent governing body of the Company outstanding immediately prior to such transaction are converted into or exchanged for equity securities of the surviving or transferee Person constituting a majority of the outstanding equity securities of such surviving or transferee Person entitled to vote for members of the board of directors or equivalent governing body of such surviving or transferee Person (immediately after giving effect to such issuance) and (B) immediately after such transaction, no "person" or "group" (as such terms are used in Sections 13(d) and 14(d) of the Exchange Act, but excluding any employee benefit plan of such person or its subsidiaries, and any person or entity acting in its capacity as trustee, agent or other fiduciary or administrator of any such plan) becomes the beneficial owner (as defined in Rules 13d-3 and 13d-5 under the Exchange Act), directly or indirectly, of 50% or more of the equity securities of the surviving or transferee Person entitled to vote for members of the board of directors or equivalent governing body of the surviving or transferee Person on a fully diluted basis.

"Change of Control Triggering Event" means the occurrence of both a Change of Control and a Rating Decline.

"Clearstream" means Clearstream Banking S.A. and any successor thereto.

"Code" means the Internal Revenue Code of 1986, as amended.

"Commodity Exchange Act" means the Commodity Exchange Act (7 U.S.C. § 1 *et seq*.), as amended from time to time, and any successor statute.

"Company" means Qorvo, Inc., a Delaware corporation, and any successors thereto.

"Consolidated Coverage Ratio" as of any date of determination means the ratio of:

(1) the aggregate amount of Adjusted EBITDA of the Company and its Restricted Subsidiaries for the period of the most recent four consecutive fiscal quarters for which financial statements are then publicly available to

(2) Consolidated Interest Expense for such four fiscal quarters; *provided*, *however*, that:

(A) if the Company or any Restricted Subsidiary has Incurred any Indebtedness since the beginning of such period that remains outstanding on such date of determination, or if the transaction giving rise to the need to calculate the Consolidated Coverage Ratio is an Incurrence of Indebtedness, Adjusted EBITDA and Consolidated Interest Expense for such period shall be calculated after giving effect on a pro forma basis to such Indebtedness as if such Indebtedness had been Incurred on the first day of such period and the discharge of any other Indebtedness repaid, repurchased, defeased or otherwise discharged with the proceeds of such new Indebtedness as if such discharge had occurred on the first day of such period,

(B) if the Company or any Restricted Subsidiary has repaid, repurchased, defeased or otherwise discharged any Indebtedness since the beginning of such period or if any Indebtedness is to be repaid, repurchased, defeased or otherwise discharged (in each case other than Indebtedness Incurred under any revolving credit facility or similar arrangement, unless such Indebtedness has been permanently repaid and the related commitment has been terminated and not been replaced) on the date of the transaction giving rise to the need to calculate the Consolidated Coverage Ratio, Adjusted EBITDA and Consolidated Interest Expense for such period shall be calculated on a pro forma basis as if such discharge had occurred on the first day of such period,

(C) if since the beginning of such period the Company or any Restricted Subsidiary shall have made any Asset Disposition, the Adjusted EBITDA for such period shall be reduced by an amount equal to the Adjusted EBITDA, if positive, directly attributable to the assets that are the subject of such Asset Disposition for such period or increased by an amount equal to the Adjusted EBITDA (if negative) directly attributable thereto for such period and Consolidated Interest Expense for such period shall be reduced by an amount equal to the Consolidated Interest Expense directly attributable to any Indebtedness of the Company or any Restricted Subsidiary repaid, repurchased, defeased or otherwise discharged with respect to the Company and its continuing Restricted Subsidiaries in connection with such Asset Disposition for such period or, if the Capital Stock of any Restricted Subsidiary is sold, the Consolidated Interest Expense for such period directly attributable to the Indebtedness of such Restricted Subsidiary to the extent the Company and its continuing Restricted Subsidiaries are no longer liable for such Indebtedness after such sale,

(D) if since the beginning of such period the Company or any Restricted Subsidiary, by merger or otherwise, shall have made an Investment in any Restricted Subsidiary or any Person that becomes a Restricted Subsidiary or an acquisition of assets, including any acquisition of assets occurring in connection with a transaction causing a calculation to be made hereunder, which constitutes all or substantially all of an operating unit of a business, Adjusted EBITDA and Consolidated Interest Expense for such period shall be calculated after giving pro forma effect thereto, including the Incurrence of any Indebtedness as if such Investment or acquisition occurred on the first day of such period, and

(E) if since the beginning of such period any Person that subsequently became a Restricted Subsidiary or was merged with or into the Company or any Restricted Subsidiary since the beginning of such period, shall have made any Asset Disposition or any Investment or acquisition of assets that would have required an adjustment pursuant to clause (C) or (D) above if made by the Company or a Restricted Subsidiary during such period, Adjusted EBITDA and Consolidated Interest Expense for such period shall be calculated after giving pro forma effect

thereto as if such Asset Disposition, Investment or acquisition of assets occurred on the first day of such period.

For purposes of this definition, whenever pro forma effect is to be given to any transaction under this definition, the pro forma calculations shall be determined in good faith by a responsible financial or accounting Officer of the Company and shall comply with the requirements of Regulation S-X promulgated by the SEC, but may also include, in the case of sales of assets, Investments or acquisitions referred to above, the net reduction in costs that have been realized or are reasonably anticipated to be realized in good faith with respect to such sale of assets, Investment or acquisition within twelve months of the date thereof and that are reasonable and factually supportable, as if all such reductions in costs had been effected as of the beginning of such period, decreased by any incremental expenses incurred or to be incurred during such four-quarter period in order to achieve such reduction in costs, as set forth in an Officers' Certificate delivered to the Trustee that outlines the specific actions taken or to be taken and the net reduction in costs achieved or to be achieved from each such action and that certifies that such cost reductions meet the criteria set forth in this sentence.

If any Indebtedness bears a floating rate of interest and is being given pro forma effect, the interest expense on such Indebtedness shall be calculated as if the rate in effect on the date of determination had been the applicable rate for the entire period, taking into account any Swap Contract applicable to such Indebtedness if such Swap Contract has a remaining term as of the date of determination in excess of 12 months. If the interest on any such Indebtedness may be determined based on rates chosen by the Company, pro forma interest expense may be determined based on such optional rate chosen as the Company may designate.

"Consolidated Funded Indebtedness" means, as of any date of determination, for the Company and its Restricted Subsidiaries on a consolidated basis in accordance with GAAP and without duplication, all (a) Indebtedness for borrowed money and all obligations evidenced by notes, bonds, debentures, loan agreements or similar instruments, (b) Indebtedness in respect of the deferred purchase price of property or services (which Indebtedness excludes, for the avoidance of doubt, trade accounts payable or similar obligations to a trade creditor in the ordinary course of business and any contingent earn-out obligation or other contingent obligation related to an acquisition or an Investment permitted hereunder), (c) Indebtedness arising under letters of credit (excluding performance letters of credit), (d) all Indebtedness with respect to Disqualified Stock or Preferred Stock of Restricted Subsidiaries, (e) Guarantees of the foregoing types of Indebtedness and (f) all Indebtedness of the types referred to in clauses (a) through (e) above of any partnership in which the Company or a Restricted Subsidiary is a general partner; *provided*, that "Consolidated Funded Indebtedness" shall exclude all obligations under any Swap Contract.

"Consolidated Interest Expense" means, for any period, the total interest expense of the Company and its Restricted Subsidiaries, *plus*, to the extent Incurred by the Company and its Restricted Subsidiaries in such period but not included in such interest expense, without duplication:

(1) interest expense attributable to Capitalized Leases and the interest expense attributable to leases constituting part of a Sale/Leaseback Transaction,

(2) amortization of debt discount and debt issuance costs,

(3) capitalized interest,

(4) non-cash interest expense,

(5) commissions, discounts and other fees and charges attributable to letters of credit and bankers' acceptance financing,

(6) interest accruing on any Indebtedness of any other Person to the extent such Indebtedness is Guaranteed by the Company or any Restricted Subsidiary,

(7) net payments, if any, under Swap Contracts,

(8) all dividends in respect of all Disqualified Stock of the Company and all Preferred Stock of any of the Subsidiaries of the Company (other than dividends payable solely in Capital Stock of the Company (other than Disqualified Stock) or to the Company or a Restricted Subsidiary), and

(9) the cash contributions to any employee stock ownership plan or similar trust to the extent such contributions are used by such plan or trust to pay interest or fees to any Person (other than the Company) in connection with Indebtedness Incurred by such plan or trust.

"Consolidated Leverage Ratio" means, as of any date of determination, the ratio of (a) Consolidated Funded Indebtedness as of such date to (b) Adjusted EBITDA of the Company and its Restricted Subsidiaries on a consolidated basis for the most recently completed four fiscal quarters of the Company. The Consolidated Leverage Ratio shall be calculated consistent with the pro forma adjustments contemplated by the definition of Consolidated Coverage Ratio.

"Consolidated Net Income" shall mean, for any Person for any period of measurement, the consolidated net income (or net loss) of such Person for such period, determined on a consolidated basis in accordance with GAAP; provided that in computing such amount for the Company and its Restricted Subsidiaries, there shall be excluded extraordinary gains and extraordinary losses of such Person for such period.

"Consolidated Senior Secured Indebtedness" means, at any time, without duplication, the aggregate principal amount of all Consolidated Funded Indebtedness of the Company and its Restricted Subsidiaries outstanding on such date, determined on a consolidated basis in accordance with GAAP that, as of such date, is secured by a Lien on any asset of the Company or any Restricted Subsidiary (other than liens described in sub item 3(d) of the definition of Permitted Liens).

"Consolidated Senior Secured Leverage Ratio" means, as of any date of determination, the ratio of (a) Consolidated Senior Secured Indebtedness as of such date to (b) Adjusted EBITDA of the Company and its Restricted Subsidiaries on a consolidated basis for the most recently completed four fiscal quarters of the Company. The Consolidated Senior Secured Leverage Ratio shall be calculated consistent with the pro forma adjustments contemplated by the definition of Consolidated Coverage Ratio.

"Consolidated Tangible Assets" means, as of any date of determination, total assets of the Company and its Restricted Subsidiaries less goodwill and other intangible assets of the Company and its Restricted Subsidiaries as of the most recent fiscal quarter end for which an internal consolidated balance sheet of the Company and its Subsidiaries is available, all calculated on a consolidated basis in accordance with GAAP.

"Consolidation" means the consolidation of the accounts of each of the Restricted Subsidiaries with those of the Company in accordance with GAAP consistently applied; *provided*, *however*, that "Consolidation" will not include consolidation of the accounts of any Unrestricted Subsidiary, but the interest of the Company or any Restricted Subsidiary in an Unrestricted Subsidiary will be accounted for as an Investment. The term "Consolidated" has a correlative meaning.

"Control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of a Person, whether through the ability to exercise voting power, by contract or otherwise. "Controlling" and "Controlled" have meanings correlative thereto.

"Corporate Trust Office of the Trustee" means the designated corporate trust office of the Trustee at which at any particular time this Indenture shall be administered, which office at the date of execution of this Indenture is located at 1251 Avenue of the Americas, 19th Floor, New York, New York 10020, Attn: Corporate Trust Dept., or such other address as the Trustee may designate from time to time by notice to the Holders and the Company, or the principal corporate trust office of any successor Trustee (or such other address as such successor Trustee may designate from time to time by notice to the Holders and the Company).

"Credit Facilities" means, one or more debt facilities (including, without limitation, the Existing Credit Agreement), commercial paper facilities or indentures, in each case with banks or other lenders or a trustee, providing for revolving credit loans, term loans, receivables financing (including through the sale of receivables to such lenders or to special purpose entities formed to borrow from such lenders against such receivables), letters of credit or issuances of notes, in each case, as amended, restated, modified, renewed, refunded, replaced or refinanced in whole or in part from time to time.

"Custodian" means the Trustee as custodian with respect to the Global Notes or any successor entity thereto.

"Default" means any event or condition that constitutes an Event of Default or that, with the giving of any notice, the passage of time, or both, would be an Event of Default.

"Definitive Note" means a certificated Note registered in the name of the Holder thereof and issued in accordance with Section 2.07, substantially in the form of Exhibit A, except that such Note shall not bear the Global Note Legend and shall not have the "Schedule of Exchanges of Interests in the Global Note" attached thereto.

"Depositary" means, with respect to the Notes issuable or issued in whole or in part in global form, the Person specified in Section 2.04 as the Depositary with respect to the Notes, and any and all successors thereto appointed as depositary hereunder and having become such pursuant to the applicable provision of this Indenture.

"Designated Noncash Consideration" means the Fair Market Value of non-cash consideration received by the Company or one of its Restricted Subsidiaries in connection with an Asset Disposition that is so designated as Designated Noncash Consideration pursuant to an Officers' Certificate, setting forth the basis of such valuation.

"Disqualified Stock" means, with respect to any Person, any Capital Stock that by its terms, or by the terms of any security into which it is convertible or for which it is exchangeable or exercisable, or upon the happening of any event:

(1) matures or is mandatorily redeemable pursuant to a sinking fund obligation or otherwise,

(2) is convertible or exchangeable for Indebtedness or Disqualified Stock, excluding Capital Stock convertible or exchangeable solely at the option of the Company or a Restricted Subsidiary; *provided, however*, that any such conversion or exchange shall be deemed an Incurrence of Indebtedness or Disqualified Stock, as applicable, or

(3) is redeemable at the option of the holder thereof, in whole or in part,

in the case of each of clauses (1), (2) and (3), on or prior to the date that is one year after the Stated Maturity of the Notes; *provided*, *however*, that any Capital Stock that would not constitute Disqualified Stock but for provisions thereof giving holders thereof the right to require such Person to repurchase or redeem such Capital Stock upon the occurrence of an "asset sale" or "change of control" occurring prior to the date that is one year after the Stated Maturity of the Notes shall not constitute Disqualified Stock if the "asset sale" or "change of control" provisions applicable to such Capital Stock are not more favorable to the holders of such Capital Stock than the provisions of Section 4.10 and Section 4.14, respectively, as applicable.

"Domestic Restricted Subsidiary" means a Restricted Subsidiary that is not a Foreign Subsidiary.

"Electronic Means" means the following communications methods: S.W.I.F.T., e-mail, facsimile transmission, secure electronic transmission containing applicable authorization codes, passwords and/or authentication keys issued by the Trustee, or another method or system specified by the Trustee as available for use in connection with its services hereunder.

"Exchange Act" means the Securities Exchange Act of 1934, as amended.

"Exchange Notes" means the Notes issued in an Exchange Offer pursuant to Section 2.07(f).

"Exchange Offer" (i) with respect to the Initial Notes, has the meaning set forth for such term in the Registration Rights Agreement executed on the Issue Date and (ii) with respect to Additional Notes, has the meaning set forth for such term in the Registration Rights Agreement executed in respect of such Additional Notes.

"Exchange Offer Registration Statement" (i) with respect to the Initial Notes, has the meaning set forth for such term in the Registration Rights Agreement executed on the Issue Date and (ii) with respect to Additional Notes, has the meaning set forth for such term in the Registration Rights Agreement executed in respect of such Additional Notes.

"Existing Credit Agreement" means the credit agreement, dated as of December 5, 2017, among the Company, the guarantors from time to time party thereto, Bank of America, N.A. as administrative agent, and the other parties from time to time party thereto, together with all amendments, modifications, amendments and restatements and supplements thereto.

"Fair Market Value" means, with respect to any asset or property, the price that could be negotiated in an arm's-length, free market transaction, for cash, between a willing seller and a willing and able buyer, neither of whom is under undue pressure or compulsion to complete the transaction, as determined by an Officer in good faith. The Fair Market Value of property or assets other than cash which involves an aggregate amount in excess of $25,000,000 shall have been determined by the Board of Directors in good faith and evidenced by a Board Resolution.

"Foreign Subsidiary" means (i) any Subsidiary that is organized under the laws of a jurisdiction other than the United States, a State thereof or the District of Columbia and any direct or indirect Subsidiary of such Subsidiary, and (ii) any Person substantially all of whose assets consist of equity interests and/or indebtedness of one or more Foreign Subsidiaries and any other assets incidental thereto.

"GAAP" means generally accepted accounting principles in the United States of America as in effect as of the Issue Date, including those set forth in:

(1) the opinions and pronouncements of the Accounting Principles Board of the American Institute of Certified Public Accountants,

(2) statements and pronouncements of the Public Company Accounting Oversight Board,

(3) such other statements by such other entities as approved by a significant segment of the accounting profession, and

(4) the rules and regulations of the SEC governing the inclusion of financial statements (including pro forma financial statements) in periodic reports required to be filed pursuant to Section 13 of the Exchange Act, including opinions and pronouncements in staff accounting bulletins and similar written statements from the accounting staff of the SEC;

provided, with respect to any reports or financial information required to be delivered pursuant to Section 4.03 hereof, such reports or financial information shall be prepared in accordance with GAAP as in effect on the date thereof.

All ratios and computations based on GAAP contained in this Indenture shall be computed in conformity with GAAP.

"Global Note Legend" means the legend set forth in Section 2.07(g)(ii), which is required to be placed on all Global Notes issued under this Indenture.

"Global Notes" means, individually and collectively, each of the Restricted Global Notes and the Unrestricted Global Notes, substantially in the form of Exhibit A, issued in accordance with Section 2.01 or Section 2.07.

"Governmental Authority" means the government of the United States or any other nation, or of any political subdivision thereof, whether state or local, and any agency, authority, instrumentality, regulatory body, court, central bank or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to government (including any supra-national bodies such as the European Union or the European Central Bank).

"Guarantee" means any obligation, contingent or otherwise, of any Person directly or indirectly guaranteeing any Indebtedness or other obligation of any other Person and any obligation, direct or indirect, contingent or otherwise, of such Person:

(1) to purchase or pay (or advance or supply funds for the purchase or payment of) such Indebtedness or other obligation of such other Person (whether arising by virtue of partnership arrangements, or by agreement to keep-well, to purchase assets, goods, securities or services, to take-or-pay, or to maintain financial statement conditions or otherwise) or

(2) entered into for purposes of assuring in any other manner the obligee of such Indebtedness or other obligation of the payment thereof or to protect such obligee against loss in respect thereof (in whole or in part);

provided, *however*, that the term "Guarantee" shall not include endorsements for collection or deposit in the ordinary course of business. The term "Guarantee" when used as a verb has a corresponding meaning. The term "Guarantor" shall mean any Person Guaranteeing any obligation.

The amount of any Guarantee or other contingent liability, to the extent constituting Indebtedness or an Investment, shall be deemed to be an amount equal to the stated or determinable amount of the related primary obligation, or portion thereof, in respect of which such Guarantee is made or, if not stated or determinable, the maximum reasonably anticipated liability in respect thereof as determined by the guaranteeing Person or entity in good faith. For the avoidance of doubt, the stated or determinable amount of any undrawn revolving facility shall be zero.

"Holder" means the Person in whose name a Note is registered on the Registrar's books.

"Incur" means to issue, assume, Guarantee, incur or otherwise become liable for; *provided*, *however*, that any Indebtedness or Capital Stock of a Person existing at the time such Person becomes a Subsidiary (whether by merger, consolidation, acquisition or otherwise) shall be deemed to be Incurred by such Person at the time it becomes a Subsidiary. The term "Incurrence" when used as a noun shall have a correlative meaning. The accretion of principal of a non-interest bearing or other discount security or accrual of payment-in-kind interest shall not be deemed the Incurrence of Indebtedness.

"Indebtedness" means, as to any Person at a particular time, without duplication, all of the following, whether or not included as indebtedness or liabilities in accordance with GAAP:

(1) all obligations of such Person for borrowed money and all obligations of such Person evidenced by bonds, debentures, notes, loan agreements or other similar instruments;

(2) the maximum amount of all direct or contingent obligations of such Person arising under letters of credit (including standby and commercial), bankers' acceptances, bank guaranties, surety bonds and similar instruments (other than any Guarantees thereof and contingent obligations under or relating to bank guaranties or surety bonds);

(3) net obligations of such Person under any Swap Contract if and to the extent such obligations would appear as a liability on a balance sheet (excluding the footnotes thereto) of such Person prepared in accordance with GAAP;

(4) all obligations of such Person to pay the deferred purchase price of property or services (other than trade accounts payable or similar obligations to a trade creditor in the ordinary course of business and other than any contingent earn-out obligation or other contingent obligation related to an acquisition or an Investment permitted hereunder);

(5) Indebtedness of other Persons secured by a Lien on any asset of such Person, whether or not such Indebtedness is assumed by such Person; *provided, however*, that the amount of Indebtedness of such Person shall be the lesser of (i) the Fair Market Value of such asset at such date of determination and (ii) the amount of such Indebtedness of such other Person;

(6) all Attributable Indebtedness in respect of Capitalized Leases and Synthetic Lease Obligations of such Person;

(7) the amount of all obligations of such Person with respect to the redemption, repayment or other repurchase of any Disqualified Stock or, with respect to any Subsidiary of such Person, any Preferred Stock (but excluding, in each case, any accrued dividends); and

(8) all Guarantees of such Person in respect of any of the foregoing Indebtedness.

For all purposes hereof, the Indebtedness of any Person shall include the Indebtedness of any partnership in which such Person is a general partner. The amount of any net obligation under any Swap Contract on any date shall be deemed to be the Swap Termination Value thereof as of such date. The amount of any Guarantee of Indebtedness shall be determined in accordance with the definition of "Guarantee." Notwithstanding the foregoing, Indebtedness of the Company and its Restricted Subsidiaries shall not include short-term intercompany payables between or among two or more of the Company and its Restricted Subsidiaries arising from cash management transactions.

"Indenture" means this Indenture, as amended or supplemented from time to time.

"Indirect Participant" means a Person who holds a beneficial interest in a Global Note through a Participant.

"Initial Notes" means the $350,000,000 aggregate principal amount of 4.375% Senior Notes due 2029 issued on the Issue Date.

"Initial Purchasers" means, collectively, BofA Securities, Inc., Wells Fargo Securities, LLC, Citigroup Global Markets Inc., MUFG Securities Americas Inc., PNC Capital Markets LLC, BNP Paribas Securities Corp., TD Securities (USA) LLC and BB&T Capital Markets, a division of BB&T Securities, LLC.

"interest" means, with respect to the Notes, the cash interest (including any Additional Interest) payable on the Notes.

"Interest Payment Date" means April 15 and October 15 of each year, commencing April 15, 2020.

"Investment" means, as to any Person, any direct or indirect acquisition or investment by such Person in another Person, whether by means of (a) the purchase or other acquisition of Capital Stock of another Person, (b) a loan, advance or capital contribution to, Guarantee or assumption of debt of, or purchase or other acquisition of any other debt or interest in, another Person, or (c) the purchase or other acquisition (in one transaction or a series of transactions) of assets of another Person that constitute a business unit. For purposes of covenant compliance, the amount of any Investment at any time outstanding shall be (i) the amount actually invested, without adjustment for subsequent increases or decreases in the value of such Investment, *minus* (ii) the amount of dividends or distributions received in connection with such Investment and any return of capital or repayment of principal received in respect of such Investment that, in each case, is received in cash or Cash Equivalents.

"Investment Grade Rating" means a rating equal to or higher than Baa3 (or the equivalent) by Moody's and a rating equal to or higher than BBB- (or the equivalent) by S&P (or, if either such entity ceases to rate the Notes for reasons outside of the control of the Company, the equivalent investment grade credit rating from any other "nationally recognized statistical rating organization" within the meaning of Section 3(a)(62) of the Exchange Act selected by the Company as a replacement Rating Agency).

"Issue Date" means September 30, 2019.

"Laws" means, collectively, all international, foreign, Federal, state and local statutes, treaties, rules, guidelines, regulations, ordinances, codes and administrative or judicial precedents or authorities, including the interpretation or administration thereof by any Governmental Authority charged with the enforcement, interpretation or administration thereof, and all applicable administrative orders, directed duties, requests, licenses, authorizations and permits of, and agreements with, any Governmental Authority, in each case whether or not having the force of law.

"Legal Holiday" means a Saturday, Sunday or other day on which banking institutions are not required by law or regulation to be open in the State of New York.

"Legended Regulation S Global Note" means a Global Note in the form of Exhibit A bearing the Global Note Legend, the Private Placement Legend and the Regulation S Global Note Legend and deposited with or on behalf of and registered in the name of the Depositary or its nominee, issued in a denomination equal to the outstanding principal amount at maturity of the Notes initially sold in reliance on Rule 903 of Regulation S.

"Letter of Transmittal" means the letter of transmittal contemplated by the applicable Exchange Offer Registration Statement to be prepared by the Company and sent to all Holders of Notes for use by such Holders in connection with the applicable Exchange Offer.

"Lien" means any mortgage, pledge, hypothecation, assignment, deposit arrangement, encumbrance (including any easement, right-of-way or other encumbrance on title to real property), lien (statutory or other), charge, or preference, priority or other security interest or preferential arrangement in the nature of a security interest of any kind or nature whatsoever (including any conditional sale or other title retention agreement, and any financing lease having substantially the same economic effect as any of the foregoing).

"Material Credit Facility" means any Credit Facility under which there is outstanding (without duplication) Indebtedness of the Company or any Guarantor in an aggregate principal amount equal to or greater than $100,000,000 other than, for the avoidance of doubt, any factoring, securitization or vendor finance transactions.

"Moody's" means Moody's Investors Service, Inc. and any successor to its rating agency business.

"Net Available Cash" from an Asset Disposition means cash consideration received (including any cash payments received by way of deferred payment of principal pursuant to a note or installment receivable or otherwise and proceeds from the sale or other disposition of any securities received as consideration, but only as and when received, but excluding any other consideration received in the form of assumption by the acquiring Person of Indebtedness or other obligations relating to the properties or assets that are the subject of such Asset Disposition or received in any other non-cash form) therefrom, in each case net of:

(1) all legal, title and recording tax expenses, commissions and other fees and expenses incurred, and all Federal, state, provincial, foreign and local taxes required to be paid or accrued as a liability under GAAP, as a consequence of such Asset Disposition,

(2) all payments made on any Indebtedness which is secured by any assets subject to such Asset Disposition, in accordance with the terms of any Lien upon or other security agreement of any kind with respect to such assets, or which must by its terms, or in order to obtain a necessary consent to such Asset Disposition, or by applicable law be repaid out of the proceeds from such Asset Disposition,

(3) all distributions and other payments required to be made to minority interest holders in Subsidiaries or joint ventures as a result of such Asset Disposition,

(4) payments of unassumed liabilities relating to the assets sold at the time of, or within 60 days after, the date of such sale to the extent required by any agreement or contract relating to such liabilities, and

(5) appropriate amounts to be provided by the seller as a reserve against any liabilities associated with the property or other assets disposed of in such Asset Disposition and retained by the Company or any Restricted Subsidiary after such Asset Disposition, including indemnification obligations associated with such Asset Disposition.

"Net Cash Proceeds," with respect to any issuance or sale of Capital Stock, means the cash proceeds of such issuance or sale net of attorneys' fees, accountants' fees, underwriters' or placement agents' fees, discounts or commissions and brokerage, consultant and other fees actually incurred in connection with such issuance or sale and net of taxes paid or payable as a result thereof.

"Non-U.S. Person" means a Person who is not a U.S. Person.

"Notes" means the Initial Notes, the Exchange Notes and any Additional Notes.

"Officer" means the Chairman of the Board, the Chief Executive Officer, the Chief Financial Officer, the President, any Vice President, the Treasurer or the Secretary of the Company or of a Subsidiary Guarantor, as appropriate.

"Officers' Certificate" means a certificate signed by two Officers. One of the Officers signing the Officers' Certificate issued pursuant to Section 4.04 must be the principal executive officer, the principal financial officer, the treasurer or the principal accounting officer of the Company.

"Opinion of Counsel" means a written opinion from legal counsel, which counsel shall be reasonably satisfactory to the Trustee. The counsel may be an employee of or counsel to the Company or a Subsidiary Guarantor.

"Pari Passu Indebtedness" means Indebtedness that ranks equally in right of payment to the Notes, in the case of the Company, or the applicable Subsidiary Guarantee, in the case of any Subsidiary Guarantor (without giving effect to collateral arrangements).

"Participant" means, with respect to the Depositary, Euroclear or Clearstream, a Person who has an account with the Depositary, Euroclear or Clearstream, respectively (and with respect to DTC, shall include Euroclear and Clearstream).

"Permitted Business" means the businesses engaged in by the Company and its Subsidiaries on the Issue Date and any Related Business.

"Permitted Investment" means an Investment by the Company or any Restricted Subsidiary in:

(1) the Company, a Restricted Subsidiary or a Person that will, upon the making of such Investment, become a Restricted Subsidiary;

(2) another Person if as a result of such Investment such other Person is merged or consolidated with or into, or transfers or conveys all or substantially all its assets to, the Company or a Restricted Subsidiary;

(3) cash or Cash Equivalents or the Notes or the Exchange Notes and Investments made in accordance with the Company's investment policy, as in effect from time to time;

(4) receivables owing to the Company or any Restricted Subsidiary if created or acquired in the ordinary course of business and payable or dischargeable in accordance with customary trade terms; *provided*, *however*, that such trade terms may include such concessionary trade terms as the Company or any such Restricted Subsidiary deems reasonable under the circumstances;

(5) payroll, travel and similar advances to cover matters that are expected at the time of such advances ultimately to be treated as expenses for accounting purposes and that are made in the ordinary course of business;

(6) advances to officers, directors and employees of the Company and Restricted Subsidiaries made in the ordinary course of business for travel, entertainment, relocation and analogous ordinary business purposes;

(7) Swap Contracts otherwise permitted under this Indenture;

(8) Prepaid expenses, negotiable instruments held for collection, lease, utility, workers' compensation, performance and other similar deposits in the ordinary course of business;

(9) Investments to the extent paid for in Capital Stock (other than Disqualified Stock) of the Company;

(10) Investments acquired by the Company or a Restricted Subsidiary as a result of a foreclosure by, or other transfer of title to, the Company or a Restricted Subsidiary with respect to a secured Investment;

(11) Investments in joint ventures and other business entities (in each case that are not Subsidiaries of the Company) that are engaged in a Permitted Business, having an aggregate Fair Market Value (measured on the date each such Investment was made and without giving effect to subsequent changes in value), when taken together with all other Investments made pursuant to this clause (11) that are at the time outstanding not to exceed the greater of (A) $250,000,000 and (B) 10% of Consolidated Tangible Assets as of the last day of the most recent fiscal quarter;

(12) Investments, in any Person, having an aggregate Fair Market Value (measured on the date each such Investment was made and without giving effect to subsequent changes in value), when taken together with all other Investments made pursuant to this clause (12) that are outstanding at the time of incurrence thereof not to exceed the greater of (A) $250,000,000 and (B) 10% of Consolidated Tangible Assets as of the last day of the most recent fiscal quarter;

(13) Loans, advances and Guarantees permitted by Section 4.09;

(14) Investments consisting of advances to customers or suppliers in the ordinary course of business;

(15) Investments (i) consisting of extensions of credit in the nature of accounts receivable or notes receivable arising from the grant of trade credit in the ordinary course of business, and Investments (including Capital Stock) received in satisfaction or partial satisfaction thereof from financially troubled account debtors to the extent reasonably necessary in order to prevent or limit loss and (ii) received in connection with the satisfaction or enforcement of Indebtedness or claims due or owing to the Company or any Restricted Subsidiary, or as security for any such Indebtedness or claim;

(16) Investments in property and other assets owned or used by the Company or any Restricted Subsidiary in the ordinary course of business; and

(17) Investments existing on the Issue Date.

"Permitted Liens" means:

(1) Liens securing (i) Indebtedness under any Credit Facility permitted by Section 4.09(b)(1) and (ii) other Indebtedness permitted by Section 4.09; provided that in the case of any such Indebtedness described in this subclause (ii), such Indebtedness, when aggregated with the amount of Indebtedness of the Company and its Restricted Subsidiaries which is secured by a Lien, does not cause the Consolidated Senior Secured Leverage Ratio to exceed 2.50 to 1.0; provided, further, that for purposes of this clause (1), at the Company's option, any revolving credit commitment shall be deemed to be Indebtedness Incurred in the full amount of such commitment on the date such commitment is established (and thereafter, shall be included in "Consolidated Senior Secured Indebtedness" on such basis for purposes of determining the Consolidated Senior Secured Leverage Ratio under this clause (1) to the extent and for so long as such revolving credit commitment remains outstanding) and any subsequent repayment and borrowing under such revolving credit commitment shall be permitted to be secured by a Lien pursuant to this clause (1);

(2) Liens outstanding on the Issue Date (other than Liens referred to in clause (1) above) and any Replacement Liens thereof;

(3) (a) Liens for Taxes, assessments or charges of any Governmental Authority or claims not yet due (or, if failure to pay prior to delinquency but after the due date does not result in additional material amounts being due, which are not yet delinquent) or which are being contested in good faith by appropriate proceedings and with respect to which adequate reserves are being maintained in accordance with the provisions of GAAP or equivalent accounting standards in the country of organization, (b) statutory Liens of landlords and Liens of carriers, warehousemen, mechanics, materialmen, customs and revenue authorities and other Liens imposed by law and created in the ordinary course of business for amounts not yet due (or, if failure to pay prior to delinquency but after the due date does not result in additional material amounts being due, which are not yet delinquent) or which are being contested in good faith by appropriate proceedings and with respect to which adequate reserves or other appropriate provisions are being maintained in accordance with the provisions of GAAP or equivalent accounting standards in the Country of origin, (c) Liens (other than any Lien imposed under ERISA) incurred or deposits made in the ordinary course of business (including, without limitation, surety bonds and appeal bonds and Liens securing obligations under indemnity agreements for surety bonds) or other Liens in connection with workers' compensation, unemployment insurance and other types of social security benefits; Liens deemed to exist in connection with Investments in repurchase agreements permitted under subsection (3) of the definition of Investments; Liens of a collection bank arising under Section 4-210 of the Uniform Commercial Code on items in the course of collection; pledges and deposits in the ordinary course of business securing liability for reimbursement or indemnification obligations of insurance carriers providing property, casualty or liability insurance to the Company or any of its Restricted Subsidiaries, (d) Liens consisting of any right of offset, or any statutory or consensual banker's lien, on bank deposits or securities accounts maintained in the ordinary course of business so long as such bank deposits or securities accounts are not established or maintained for the purpose of providing such right of offset or banker's lien, (e) easements (including, without limitation, reciprocal easement agreements and utility agreements), rights-of-way, covenants, consents, reservations, encroachments, variations and other restrictions, charges or encumbrances (whether or not recorded), which do not interfere materially and adversely with the ordinary conduct of the business of the Company and its Restricted Subsidiaries, taken as a whole, (f) building restrictions, zoning laws, entitlements, conservation and environmental restrictions and other similar statutes, laws, rules, regulations, ordinances and restrictions, now or at any time hereafter adopted by any Governmental Authority having jurisdiction, (g) licenses, sublicenses, leases or subleases granted to third parties and not interfering in any material respect with the ordinary conduct of the business of the Company and the Restricted Subsidiaries, taken as a whole, (h) any (A) interest or title of a lessor or sublessor under any lease not prohibited by this Indenture, (B) Lien or restriction that the interest or title of such lessor or sublessor may be subject to, or (C) subordination of the interest of the lessee or sublessee under such lease to any Lien or restriction referred to in the preceding subclause (B), so long as the holder of such Lien or restriction agrees to recognize the rights of such lessee or sublessee under such lease, (i) Liens in favor of customs and revenue authorities arising as a matter of Law to secure payment of customs duties in connection with the importation of goods and (j) Liens in favor of any Governmental Authority on deposit accounts in connection with auctions conducted on behalf of such Governmental Authorities in the ordinary course of business; *provided* that such Liens apply only to the amounts actually obtained from auctions conducted on behalf of such Governmental Authorities;

(4) any attachment or judgment Lien not otherwise constituting an Event of Default under Section 6.01(a)(7) in existence less than sixty (60) days after the entry thereof or with respect to which (i) execution has been stayed, (ii) payment is covered in full by insurance, or (iii) the Company or any of its Restricted Subsidiaries shall in good faith be prosecuting an appeal or proceedings for review and shall have set aside on its books such reserves as may be required by GAAP with respect to such judgment or award;

(5) Liens securing Indebtedness permitted under Section 4.09(b)(8) hereof; *provided* that (i) such Liens do not at any time encumber any property other than the property financed by such Indebtedness and the products and proceeds thereof and (ii) the Indebtedness secured thereby does not exceed the purchase price of the property being acquired on the date of acquisition;

(6) Liens (i) on assets of any Restricted Subsidiary which are in existence at the time that such Restricted Subsidiary is acquired after the Issue Date, and (ii) on assets of any Loan Party (as defined in the Existing Credit Agreement) or any Restricted Subsidiary which are in existence at the time that such assets are acquired after the Issue Date, and, in each case, any Replacement Liens thereof; *provided* that such Liens (A) are not incurred or created in anticipation of such transaction and (B) attach only to the acquired assets or the assets of such acquired Restricted Subsidiary and the proceeds and products of such assets (and the proceeds and products thereof);

(7) Liens securing Swap Contracts of the Company or any of its Restricted Subsidiaries permitted to be incurred under this Indenture;

(8) Liens on property necessary to defease Indebtedness that was not incurred in violation of this Indenture;

(9) Liens arising out of conditional sale, title retention, consignment or similar arrangements for the sale or purchase of goods entered into by the Company or any Restricted Subsidiary in the ordinary course of business;

(10) Liens securing the Notes or the Exchange Notes and the Guarantees thereof;

(11) any pledge of the Capital Stock of an Unrestricted Subsidiary to secure Indebtedness of such Unrestricted Subsidiary; and

(12) other Liens securing obligations outstanding in aggregate amount not to exceed the greater of $250,000,000 and 7.5% of Consolidated Tangible Assets.

"Permitted Securities" means, with respect to any Asset Disposition, Voting Stock of a Person primarily engaged in a Permitted Business; provided that after giving effect to the Asset Disposition such Person shall become a Restricted Subsidiary.

"Person" means any natural person, corporation, limited liability company, trust, joint venture, association, company, partnership, Governmental Authority or other entity.

"Preferred Stock," as applied to the Capital Stock of any Person, means Capital Stock of any class or classes (however designated) that is preferred as to the payment of dividends, or as to the distribution of assets upon any voluntary or involuntary liquidation or dissolution of such Person, over shares of Capital Stock of any other class of such Person.

"Private Placement Legend" means the legend set forth in Section 2.07(g)(i) to be placed on all Notes issued under this Indenture except where otherwise permitted by the provisions of this Indenture.

"QIB" means a "qualified institutional buyer" as defined in Rule 144A.

"Qualified Equity Offering" means an offering for cash by the Company of its common stock.

"Rating Agency" means Moody's and S&P or if Moody's or S&P or both cease to rate the Notes for reasons outside of the control of the Company, any other "nationally recognized statistical rating organization" within the meaning of Section 3(a)(62) of the Exchange Act selected by the Company as a replacement Rating Agency.

"Rating Decline" means, with respect to the Notes, the occurrence of a decrease in the rating of the Notes by one or more gradations by the two Rating Agencies (including gradations within rating categories, as well as between categories), within 60 days after the earlier of (x) a Change of Control, (y) the date of public notice of a Change of Control or (z) public notice by the Company to effect a Change of Control (which 60-day period shall be extended so long as the rating of the Notes is under publicly announced consideration for possible downgrade by each such Rating Agency); provided, however, that a Rating Decline otherwise arising by virtue of a particular reduction in rating will not be deemed to have occurred in respect of a particular Change of Control (and thus will not be deemed a Rating Decline for purposes of the definition of Change of Control Triggering Event) unless the Rating Agency making the reduction in rating to which this definition would otherwise apply announces or publicly confirms or informs the Trustee in writing at the Company's or the Trustee's request that the reduction was the result of, or in respect of, the applicable Change of Control (whether or not the applicable Change of Control has occurred at the time of the Rating Decline); provided, further, that notwithstanding the foregoing, a Rating Decline shall not be deemed to have occurred so long as the Notes have an Investment Grade Rating from any of the two Rating Agencies.

"Receivable" means any Indebtedness and other payment obligations owed to the Company, or any Restricted Subsidiary, whether constituting an account, chattel paper, payment intangible, instrument or general intangible, in each case arising in connection with (a) the sale of goods or the rendering of service or (b) the lease, license, rental or use of equipment, facilities or software, including the obligation to pay any finance charges, fees and other charges with respect thereto.

"Refinance" means, in respect of any Indebtedness, to refinance, extend, renew, refund, repay, prepay, redeem, defease or retire, or to issue other Indebtedness in exchange or replacement for, such Indebtedness. "Refinanced" and "Refinancing" shall have correlative meanings.

"Refinancing Indebtedness" means Indebtedness that is Incurred to Refinance any Indebtedness of the Company or any Restricted Subsidiary Incurred in compliance with this Indenture; *provided*, *however*, that:

(1) the Refinancing Indebtedness has a Stated Maturity no earlier than the Stated Maturity of the Indebtedness being Refinanced,

(2) the Refinancing Indebtedness has an Average Life at the time such Refinancing Indebtedness is Incurred that is equal to or greater than the Average Life of the Indebtedness being Refinanced,

(3) such Refinancing Indebtedness is Incurred in an aggregate principal amount (or if issued with original issue discount, an aggregate issue price) that is equal to or less than the aggregate principal amount (or if issued with original issue discount, the aggregate accreted value) then outstanding of the Indebtedness being Refinanced (plus all accrued interest thereon and the amount of any reasonably determined premium necessary to accomplish the Refinancing and such reasonable expenses incurred in connection therewith) and

(4) (A) if the Indebtedness being Refinanced is subordinated in right of payment to the Notes or any Subsidiary Guarantee, such Refinancing Indebtedness is subordinated in right of payment to the Notes or the Subsidiary Guarantee at least to the same extent as the Indebtedness being Refinanced and (B) if the Indebtedness being Refinanced is pari passu in right of payment with the Notes or any Subsidiary Guarantee, such Refinancing Indebtedness is pari passu with or subordinated in right of payment to the Notes or such Subsidiary Guarantee; *provided*, *further*, *however*, that Refinancing Indebtedness shall not include:

(A) Indebtedness of a Restricted Subsidiary that is not a Subsidiary Guarantor that Refinances Indebtedness of the Company, or

(B) Indebtedness of the Company or a Restricted Subsidiary that Refinances Indebtedness of an Unrestricted Subsidiary.

"Registration Rights Agreement" means (i) with respect to the Initial Notes, the Registration Rights Agreement, dated the Issue Date, among the Company, the Subsidiary Guarantors and BofA Securities, Inc., as representative of the several Initial Purchasers of the Notes and (ii) with respect to any Additional Notes, one or more registration rights agreements among the Company, the Subsidiary Guarantors and the other parties thereto, as any such agreement may be amended, modified, or supplemented from time to time, relating to the registration rights provided by the Company to the initial purchasers of Additional Notes.

"Regulation S" means Regulation S promulgated under the Securities Act.

"Regulation S Global Note" means a Legended Regulation S Global Note or an Unlegended Regulation S Global Note, as appropriate.

"Regulation S Global Note Legend" means the legend set forth in Section 2.07(h), which is required to be placed on all Regulation S Global Notes issued under this Indenture.

"Related Business" means any business reasonably similar, incidental, complementary or related to, or a reasonable extension, development or expansion of, or necessary to, the businesses of the Company and the Restricted Subsidiaries as may evolve from time to time and reasonable extensions thereof.

"Replacement Lien" means, with respect to any Lien, any modifications, replacements, refinancings, renewals or extensions of such Lien, *provided* that (A) the property covered thereby is not increased other than the addition of proceeds, products, accessions and improvements to such property on customary terms, (B) the amount of Indebtedness, if any, secured thereby is not increased unless permitted under Section 4.09 and (C) any modification, replacement, refinancing, renewal or extension of the Indebtedness, if any, secured or benefited thereby is permitted by Section 4.09(b)(4).

"Responsible Officer," when used with respect to the Trustee, means any officer within the Corporate Trust Office of the Trustee (or any successor group of the Trustee) who at the time shall have direct responsibility for the administration of this Indenture and also means, with respect to a particular corporate trust matter relating to this Indenture, any other officer to whom such matter is referred because of such person's knowledge of and familiarity with the particular subject.

"Restricted Definitive Note" means a Definitive Note bearing the Private Placement Legend.

"Restricted Global Note" means a Global Note bearing the Private Placement Legend.

"Restricted Period" means the 40-day distribution compliance period as defined in Regulation S.

"Restricted Subsidiary" means any Subsidiary of the Company that is not an Unrestricted Subsidiary.

"Rule 144" means Rule 144 promulgated under the Securities Act, as amended.

"Rule 144A" means Rule 144A promulgated under the Securities Act, as amended.

"Rule 903" means Rule 903 promulgated under the Securities Act, as amended.

"Rule 904" means Rule 904 promulgated under the Securities Act, as amended.

"S&P" means Standard & Poor's Financial Services LLC or any successor to its rating agency business.

"Sale/Leaseback Transaction" means an arrangement relating to property now owned or hereafter acquired by the Company or a Restricted Subsidiary whereby the Company or a Restricted Subsidiary transfers such property to a Person and the Company or such Restricted Subsidiary leases it from such Person, other than leases between the Company and a Restricted Subsidiary or between Restricted Subsidiaries.

"SEC" means the Securities and Exchange Commission.

"Secured Indebtedness" means any Indebtedness of the Company secured by a Lien. "Secured Indebtedness" of a Subsidiary Guarantor has a correlative meaning.

"Securities Act" means the Securities Act of 1933, as amended.

"Shelf Registration Statement" (i) with respect to the Initial Notes, has the meaning set forth for such term in the Registration Rights Agreement executed on the Issue Date and (ii) with respect to any Additional Notes, has the meaning set forth for such term in the Registration Rights Agreement executed in respect of such Additional Notes.

"Significant Subsidiary" means, any Restricted Subsidiary that would be a "Significant Subsidiary" of the Company within the meaning of Rule 1-02 under Regulation S-X promulgated by the SEC.

"Significant Subsidiary Guarantor" means a Significant Subsidiary that is a Subsidiary Guarantor.

"Stated Maturity" means, with respect to any Indebtedness, the date specified in such security as the fixed date on which the final payment of principal of such Indebtedness is due and payable, including pursuant to any mandatory redemption provision (but excluding any provision providing for the repurchase of such Indebtedness at the option of the holder thereof upon the happening of any contingency beyond the control of the issuer unless such contingency has occurred).

"Subordinated Obligation" means any Indebtedness of the Company (whether outstanding on the Issue Date or thereafter Incurred) that is subordinate or junior in right of payment to the Notes pursuant to a written agreement. "Subordinated Obligation" of a Subsidiary Guarantor has a correlative meaning.

"Subsidiary" of any Person means any corporation, association, partnership or other business entity of which more than 50% of the total voting power of shares of Capital Stock or other interests (including partnership interests) entitled (without regard to the occurrence of any contingency) to vote in the election of directors, managers or trustees thereof is at the time owned, directly or indirectly, by:

(1) such Person,

(2) such Person and one or more Subsidiaries of such Person or

(3) one or more Subsidiaries of such Person.

"Subsidiary Guarantee" means each Guarantee of the obligations with respect to the Notes issued by a Restricted Subsidiary of the Company pursuant to the terms of this Indenture.

"Subsidiary Guarantor" means any Restricted Subsidiary that provides a Subsidiary Guarantee and its successors and assigns until released from its obligations under its Subsidiary Guarantee in accordance with the terms of this Indenture.

"Swap Contract" means (a) any and all rate swap transactions, basis swaps, credit derivative transactions, forward rate transactions, commodity swaps, commodity options, forward commodity contracts, equity or equity index swaps or options, bond or bond price or bond index swaps or options or forward bond or forward bond price or forward bond index transactions, interest rate options, forward foreign exchange transactions, cap transactions, floor transactions, collar transactions, currency swap transactions, cross-currency rate swap transactions, currency options, spot contracts, or any other similar transactions or any combination of any of the foregoing (including any options to enter into any of the foregoing), whether or not any such transaction is governed by or subject to any master agreement, and (b) any and all transactions of any kind, and the related confirmations, which are subject to the terms and conditions of, or governed by, any form of master agreement published by the International Swaps and Derivatives Association, Inc., any International Foreign Exchange Master Agreement, or any other master agreement (any such master agreement, together with any related schedules, a "Master Agreement"), including any such obligations or liabilities under any Master Agreement.

"Swap Termination Value" means, in respect of any one or more Swap Contracts, after taking into account the effect of any legally enforceable netting agreement relating to such Swap Contracts, (a) for any date on or after the date such Swap Contracts have been closed out and termination value(s) determined in accordance therewith, such termination value(s), and (b) for any date prior to the date referenced in clause (a), the amount(s) determined as the mark-to-market value(s) for such Swap Contracts, as determined based upon one or more mid-market or other readily available quotations provided by any recognized dealer in such Swap Contracts.

"Synthetic Lease Obligation" means the monetary obligation of a Person under a so-called synthetic, off-balance sheet or tax retention lease.

"Taxes" means all present or future taxes, levies, imposts, duties, deductions, withholdings (including backup withholding), assessments, fees or other charges imposed by any Governmental Authority, including any interest, additions to tax or penalties applicable thereto.

"TIA" means the Trust Indenture Act of 1939 (15 U.S.C. §§77aaa-77bbbb) as amended.

"Transactions" means the issuance and sale of the Notes and the payment of fees and expenses in connection therewith.

"Treasury Rate" means the yield to maturity at the time of computation of United States Treasury securities with a constant maturity (as compiled and published in the most recent Federal Reserve Statistical Release H.15 (519) which has become publicly available at least two Business Days prior to the date fixed for redemption (or, if such Statistical Release is no longer published, any publicly available source for similar market data)) most nearly equal to the then remaining term of the Notes to October 15, 2024; *provided*, *however*, that if the then remaining term of the Notes to October 15, 2024 is not equal to the constant maturity of a United States Treasury security for which a weekly average yield is given, the Treasury Rate will be obtained by linear interpolation (calculated to the nearest one-twelfth of a year) from the weekly average yields of United States Treasury securities for which such yields are given, except that if the then remaining term of the Notes to October 15, 2024 is less than one year, the weekly average yield on actually traded United States Treasury securities adjusted to a constant maturity of one year will be used. The Company or its agent shall obtain the Treasury Rate.

"Trustee" means the party named as such in this Indenture until a successor replaces it and, thereafter, means the successor.

"Unlegended Regulation S Global Note" means a permanent Regulation S Global Note (other than a Legended Regulation S Global Note) in the form of Exhibit A bearing the Global Note Legend, deposited with or on behalf of and registered in the name of the Depositary or its nominee and issued upon expiration of the Restricted Period.

"Unrestricted Definitive Note" means one or more Definitive Notes that do not bear and are not required to bear the Private Placement Legend.

"Unrestricted Global Note" means a permanent Global Note substantially in the form of Exhibit A that bears the Global Note Legend, that has the "Schedule of Exchanges of Interests in the Global Note" attached thereto, that is deposited with or on behalf of and registered in the name of the Depositary, representing all or a portion of the Notes, and that does not bear the Private Placement Legend.

"Unrestricted Subsidiary" means:

(1) any Subsidiary of the Company that at the time of determination shall be designated an Unrestricted Subsidiary by the Board of Directors or an Officer in the manner provided below, and

(2) any Subsidiary of an Unrestricted Subsidiary.

The Board of Directors or an Officer may designate any Subsidiary of the Company, including any newly acquired or newly formed Subsidiary of the Company, to be an Unrestricted Subsidiary unless such Subsidiary or any of its Subsidiaries owns any Capital Stock or Indebtedness of, or owns or holds any Lien on any property of, the Company or any Restricted Subsidiary; *provided*, *however*, that either:

(A) the Subsidiary to be so designated has total Consolidated assets of $100,000 or less or

(B) if such Subsidiary has Consolidated assets greater than $100,000, then such designation would be permitted under Section 4.07.

The Board of Directors or an Officer may designate any Unrestricted Subsidiary to be a Restricted Subsidiary; *provided*, *however*, that immediately after giving effect to such designation:

(x) the Company could Incur $1.00 of additional Indebtedness under Section 4.09(a) or the Company would have a Consolidated Coverage Ratio equal to or greater than the Consolidated Coverage Ratio of the Company immediately prior to such transaction, and

(y) no Default shall have occurred and be continuing.

Any such designation of a Subsidiary as a Restricted Subsidiary or Unrestricted Subsidiary by the Board of Directors or an Officer shall be evidenced to the Trustee by filing with the Trustee (i) a copy of the Board Resolution (if applicable) giving effect to such designation and (ii) an Officers' Certificate (a) certifying that such designation complied with the foregoing provisions and (b) giving the effective date of the designation, and the filing with the Trustee shall occur after the end of the fiscal quarter of the Company in which such designation is made within the time period for which reports are to be required by Section 4.03 hereof.

"U.S. Government Obligations" means direct obligations (or certificates representing an ownership interest in such obligations) of the United States of America (including any agency or instrumentality thereof) for the payment of which the full faith and credit of the United States of America is pledged and which are not callable or redeemable at the issuer's option.

"U.S. Person" means a U.S. person as defined in Rule 902(o) under the Securities Act.

"Voting Stock" of a Person means all classes of Capital Stock or other interests (including partnership interests) of such Person then outstanding and normally entitled (without regard to the occurrence of any contingency) to vote in the election of directors, managers or trustees thereof.

Section 1.02. Other Definitions.

Term	Defined in Section
"Act"	12.14
"Additional Obligor"	4.18
"Affiliate Transaction"	4.11
"Asset Disposition Offer"	4.10
"Asset Disposition Offer Amount"	4.10
"Asset Disposition Offer Period"	4.10
"Authentication Order"	2.02
"Change of Control Offer"	4.14
"Change of Control Purchase Date"	4.14
"covenant defeasance option"	8.01
"Covenant Suspension Event"	4.19
"DTC"	2.01
"EDGAR"	4.03
"Event of Default"	6.01
"legal defeasance option"	8.01
"Guaranteed Obligations"	10.01
"offshore transaction"	2.07
"Paying Agent"	2.04
"Purchase Date"	4.10
"purchase price"	4.10
"Registrar"	2.04
"Restricted Payment"	4.07
"Reversion Date"	4.19
"Successor Company"	5.01
"Successor Guarantor"	5.01
"Suspended Covenants"	4.19
"Suspension Date"	4.19
"Suspension Period"	4.19

Section 1.03. Incorporation by Reference of TIA.

Whenever this Indenture refers to a provision of the TIA, the provision is incorporated by reference in and made a part of this Indenture.

The following TIA term used in this Indenture has the following meaning:

"obligor" on the Notes and the Subsidiary Guarantees means the Company and the Subsidiary Guarantors, respectively, and any successor obligor upon the Notes and the Subsidiary Guarantees, respectively.

All other terms used in this Indenture that are defined by the TIA, defined by TIA reference to another statute or defined by an SEC rule promulgated under the TIA have the meanings so assigned to them.

Section 1.04. Rules of Construction.

Unless the context otherwise requires:

(a) a term has the meaning assigned to it;

(b) an accounting term not otherwise defined has the meaning assigned to it in accordance with GAAP;

(c) "or" is not exclusive;

(d) words in the singular include the plural, and in the plural include the singular;

(e) "herein," "hereof" and other words of similar import refer to this Indenture as a whole and not to any particular Section, Article or other subdivision;

(f) all references to Sections or Articles or Exhibits refer to Sections or Articles or Exhibits of or to this Indenture unless otherwise indicated; and

(g) references to sections of or rules under the Securities Act shall be deemed to include amended, substitute, replacement or successor sections or rules adopted by the SEC from time to time.

ARTICLE TWO
THE NOTES

Section 2.01. Form and Dating.

(a) *General.* The Notes and the Trustee's certificate of authentication shall be substantially in the form set forth in Exhibit A hereto, with such appropriate insertions, omissions, substitutions and other variations as are required or permitted by this Indenture. The Notes may have notations, legends or endorsements required by law, stock exchange rule or usage. Each Note shall be dated the date of its authentication. The Notes shall be issued in registered global form without interest coupons in minimum denominations of $2,000 and integral multiples of $1,000 in excess thereof.

The terms and provisions contained in the Notes shall constitute, and are hereby expressly made, a part of this Indenture, and the Company, the Subsidiary Guarantors and the Trustee, by their execution and delivery of this Indenture, expressly agree to such terms and provisions and to be bound thereby. However, to the extent any provision of any Note conflicts with the express provisions of this Indenture, the provisions of this Indenture shall govern and be controlling.

In any case where an Interest Payment Date or any other Stated Maturity of any payment required to be made on the Notes shall not be a Business Day, then each such payment need not be made on such date, but shall be made on the next succeeding Business Day with the same force and effect as if made on such Interest Payment Date or Stated Maturity of such payment and no additional interest shall be payable as a result of such delay in payment.

(b) *Global Notes*. Notes issued in global form shall be substantially in the form set forth in Exhibit A hereto (and shall include the Global Note Legend thereon and the "Schedule of Exchanges of Interests in the Global Note" attached thereto). Notes issued in definitive form shall be substantially in the form set forth in Exhibit A hereto (but without the Global Note Legend thereon and without the "Schedule of Exchanges of Interests in the Global Note" attached thereto). Each Global Note shall represent such of the outstanding Notes as shall be specified therein and each shall provide that it represents the aggregate principal amount of outstanding Notes from time to time endorsed thereon and that the aggregate principal amount of outstanding Notes represented thereby may from time to time be reduced or increased, as appropriate, to reflect exchanges and redemptions. Any endorsement of a Global Note on the Schedule of Exchanges and Interests to reflect the amount of any increase or decrease in the aggregate principal amount of outstanding Notes represented thereby shall be made by the Trustee or, if the Custodian and the Trustee are not the same Person, by the Custodian at the direction of the Trustee, in accordance with instructions given by the Holder thereof as required by Section 2.07 hereof.

(c) *Regulation S Global Notes*. Notes offered and sold in reliance on Regulation S shall be issued initially in the form of a Legended Regulation S Global Note, which shall be deposited on behalf of the purchasers of the Notes represented thereby with the Trustee, as custodian for The Depository Trust Company ("DTC"), and registered in the name of the Depositary or the nominee of the Depositary for the accounts of designated agents holding on behalf of Euroclear or Clearstream, duly executed by the Company and authenticated by the Trustee as hereinafter provided. Following the termination of the Restricted Period, beneficial interests in the Legended Regulation S Global Note may be exchanged for beneficial interests in Unlegended Regulation S Global Notes pursuant to Section 2.07 and the Applicable Procedures. Simultaneously with the authentication of Unlegended Regulation S Global Notes, the Trustee shall cancel the Legended Regulation S Global Note. The aggregate principal amount of the Regulation S Global Notes may from time to time be increased or decreased by adjustments made on the records of the Trustee and the Depositary or its nominee, as the case may be, in connection with transfers of interest as hereinafter provided.

(d) *Euroclear and Clearstream Procedures Applicable.* The provisions of the "Operating Procedures of the Euroclear System" and "Terms and Conditions Governing Use of Euroclear" and the "General Terms and Conditions of Clearstream Banking" and "Customer Handbook" of Clearstream shall be applicable to transfers of beneficial interests in the Regulation S Global Notes that are held by Participants through Euroclear or Clearstream.

Section 2.02. Execution and Authentication.

One Officer of the Company shall sign the Notes for the Company by manual or facsimile signature.

If an Officer whose signature is on a Note no longer holds that office at the time a Note is authenticated, the Note shall nevertheless be valid.

A Note shall not be valid until authenticated by the manual signature of the Trustee. Such signature shall be conclusive evidence that the Note has been authenticated under this Indenture.

The aggregate principal amount of Notes which may be authenticated and delivered under this Indenture is unlimited.

The Company may, subject to Article Four of this Indenture and applicable law, issue Additional Notes under this Indenture. The Initial Notes, and any Additional Notes subsequently issued shall be treated as a single class of Notes for all purposes under this Indenture; *provided* that Additional Notes that are not fungible with the Initial Notes for U.S. Federal income tax purposes may trade under a separate CUSIP and may be treated as a separate class for purposes of transfers and exchanges.

At any time and from time to time after the execution of this Indenture, the Trustee shall, upon receipt of a written order of the Company signed by an Officer of the Company (an "Authentication Order"), authenticate Notes for original issue in an aggregate principal amount specified in such Authentication Order. The Authentication Order shall specify the amount of Notes to be authenticated and the date on which the Notes are to be authenticated.

The Trustee may appoint an authenticating agent acceptable to the Company to authenticate Notes. An authenticating agent may authenticate Notes whenever the Trustee may do so. Each reference in this Indenture to authentication by the Trustee includes authentication by such agent. An authenticating agent has the same rights as an Agent to deal with Holders or an Affiliate of the Company.

The Company shall execute and the Trustee shall, in accordance with this Indenture, authenticate and deliver the Global Notes that (i) shall be registered in the name of the Depositary or the nominee of the Depositary and (ii) shall be delivered by the Trustee to the Depositary or pursuant to the Depositary's instructions or held by the Trustee as Custodian.

Participants shall have no rights either under this Indenture with respect to any Global Note held on their behalf by the Depositary or by the Custodian or under such Global Note, and the Depositary may be treated by the Company, the Trustee and any agent of the Company or the Trustee as the absolute owner of such Global Note for all purposes whatsoever. Notwithstanding the foregoing, nothing herein shall prevent the Company, the Trustee or any Agent or other agent of the Company or the Trustee from giving effect to any written certification, proxy or other authorization furnished by the Depositary or impair, as between the Depositary and its Participants, the operation of customary practices of such Depositary governing the exercise of the rights of an owner of a beneficial interest in any Global Note.

Section 2.03. Methods of Receiving Payments on the Notes.

All payments on Notes shall be made at the office or agency of the Paying Agent and Registrar unless the Company elects to make interest payments by check mailed to the Holders at their addresses set forth in the register of Holders.

The Company shall pay all principal, interest and premium, if any, on Global Notes in immediately available funds to the Paying Agent for further distribution to the Depositary, as the registered Holder of such Global Notes.

Section 2.04. Registrar, Paying Agent and Depositary.

(a) The Company shall maintain a registrar with an office or agency where Notes may be presented for registration of transfer or for exchange ("Registrar") and a paying agent with an office or agency where Notes may be presented for payment ("Paying Agent"). The Registrar shall keep a register of the Notes and of their transfer and exchange. The Company may appoint one or more co-registrars and one or more additional paying agents. The term "Registrar" includes any co-registrar and the term "Paying Agent" includes any additional paying agent. The Company may change any Paying Agent or Registrar without notice to any Holder. The Company shall enter into an appropriate agency agreement, which shall incorporate the provisions of the TIA, with any Agent that is not a party to this Indenture. The agreement shall implement the provisions of this Indenture that relate to such Agent. The Company shall notify the Trustee in writing of the name and address of any such Agent. If the Company fails to appoint or maintain another entity as Registrar or Paying Agent, the Trustee shall act as such. The Company or any of its Subsidiaries may act as Paying Agent or Registrar.

(b) The Company initially appoints DTC to act as Depositary with respect to the Global Notes.

(c) The Company initially appoints the Trustee to act as the Registrar and Paying Agent and to act as Custodian with respect to the Global Notes.

(d) The Company shall be responsible for making calculations called for under the Notes, including but not limited to determination of redemption price, premium, if any, and any additional amounts or other amounts payable on the Notes. The Company will make the calculations in good faith. The Company will provide a schedule of its calculations to the Trustee when requested by the Trustee, and the Trustee is entitled to rely conclusively on the accuracy of the Company's calculations without independent verification. None of the Trustee, the Registrar, the Paying Agents or Transfer Agents shall have any responsibility or obligation to any beneficial owner of an interest in a Global Note, any Agent Member or other member of, or a participant in, DTC or other Person with respect to the accuracy of the records of DTC or any nominee or participant or member thereof, with respect to any ownership interest in the Notes or with respect to the delivery to any Agent Member or other participant, member, beneficial owner or other Person (other than DTC) of any notice or the payment of any amount or delivery of any Notes (or other security or property) under or with respect to such Notes. All notices and communications to be given to the Holders and all payments to be made to Holders in respect of the Notes shall be given or made only to or upon the order of the registered Holders (which shall be DTC or its nominee in the case of a Global Note). The rights of beneficial owners in any Global Note shall be exercised only through DTC, subject to its applicable rules and procedures. The Trustee, Registrar, Paying Agents and Transfer Agents may rely and shall be fully protected in relying upon information furnished by DTC with respect to its Agent Members and other members, participants and any beneficial owners.

Section 2.05. Paying Agent to Hold Money in Trust.

The Company shall require each Paying Agent other than the Trustee to agree in writing that the Paying Agent shall hold in trust for the benefit of Holders or the Trustee all money held by the Paying Agent for the payment of principal, premium, if any, or interest on the Notes, and shall notify the Trustee of any default by the Company in making any such payment. While any such default continues, the Trustee may require a Paying Agent to pay all money held by it to the Trustee. The Company at any time may require a Paying Agent to pay all money held by it to the Trustee. Upon payment over to the Trustee, the Paying Agent (if other than the Company or one of its Subsidiaries) shall have no further liability for the money. If the Company or one of its Subsidiaries acts as Paying Agent, it shall segregate and hold in a separate trust fund for the benefit of the Holders all money held by it as Paying Agent. Upon any bankruptcy or reorganization proceedings relating to the Company, the Trustee shall serve as Paying Agent for the Notes.

Section 2.06. Holder Lists.

The Trustee shall preserve in as current a form as is reasonably practicable the most recent list available to it of the names and addresses of all Holders and shall otherwise comply with TIA Section 312(a). If the Trustee is not the Registrar, the Company shall furnish to the Trustee at least five Business Days before each Interest Payment Date and at such other times as the Trustee may request in writing, a list in such form and as of such date as the Trustee may reasonably require of the names and addresses of the Holders of Notes and the Company shall otherwise comply with TIA Section 312(a).

Section 2.07. Transfer and Exchange.

(a) *Transfer and Exchange of Global Notes*. A Global Note may not be transferred as a whole except by the Depositary to a nominee of the Depositary, by a nominee of the Depositary to the Depositary or to another nominee of the Depositary, or by the Depositary or any such nominee to a successor Depositary or a nominee of such successor Depositary. All Global Notes shall be exchanged by the Company for Definitive Notes if (i) the Depositary (A) notifies the Company that it is unwilling or unable to continue to act as Depositary for the Global Notes or (B) has ceased to be a clearing agency registered under the Exchange Act; and in either case, the Company fails to appoint a successor Depositary within 90 days after becoming aware of such condition; or (ii) the Company, at its option, notifies the Trustee in writing that it elects to cause the issuance of Definitive Notes in exchange for Global Notes (in whole but not in part); *provided* that in no event shall the Legended Regulation S Global Note be exchanged by the Company for Definitive Notes prior to (A) the expiration of the Restricted Period and (B) the receipt by the Registrar of any certificates required pursuant to Rule 903. Upon the occurrence of any of the preceding events in clauses (i) or (ii) above, Definitive Notes shall be issued in such names as the Depositary shall instruct the Trustee. Global Notes also may be exchanged or replaced, in whole or in part, as provided in Sections 2.08 and 2.11 hereof. Except as otherwise provided above in this Section 2.07(a), every Note authenticated and delivered in exchange for, or in lieu of, a Global Note or any portion thereof, pursuant to this Section 2.07 or Section 2.08 or 2.11 hereof, shall be authenticated and delivered in the form of, and shall be, a Global Note. A Global Note may not be exchanged for another Note other than as provided in this Section 2.07(a); however, beneficial interests in a Global Note may be transferred and exchanged as provided in Section 2.07(b), (c) or (d) hereof.

(b) *Transfer and Exchange of Beneficial Interests in the Global Notes*. The transfer and exchange of beneficial interests in the Global Notes shall be effected through the Depositary, in accordance with the provisions of this Indenture and the Applicable Procedures. Beneficial interests in the Restricted Global Notes shall be subject to restrictions on transfer comparable to those set forth herein to the extent required by the Securities Act. Transfers of beneficial interests in the Global Notes also shall require compliance with either subparagraph (i) or (ii) below, as applicable, as well as one or more of the other following subparagraphs, as applicable:

(i) *Transfer of Beneficial Interests in the Same Global Note*. Beneficial interests in any Restricted Global Note may be transferred to Persons who take delivery thereof in the form of a beneficial interest in the same Restricted Global Note in accordance with the transfer restrictions set forth in the Private Placement Legend; *provided*, *however*, that prior to the expiration of the Restricted Period, transfers of beneficial interests in a Legended Regulation S Global Note may not be made to a U.S. Person or for the account or benefit of a U.S. Person (other than an Initial Purchaser). Beneficial interests in any Unrestricted Global Note may be transferred to Persons who take delivery thereof in the form of a beneficial interest in an Unrestricted Global Note. No written orders or instructions shall be required to be delivered to the Registrar to effect the transfers described in this Section 2.07(b)(i).

(ii) *All Other Transfers and Exchanges of Beneficial Interests in Global Notes*. In connection with all transfers and exchanges of beneficial interests that are not subject to Section 2.07(b)(i) above, the transferor of such beneficial interest must deliver to the Registrar a written order from a Participant or an Indirect Participant given to the Depositary in accordance with the Applicable Procedures directing the Depositary to credit or cause to be credited a beneficial interest in another Global Note in an amount equal to the beneficial interest to be transferred or exchanged and (2) instructions given in accordance with the Applicable Procedures containing information regarding the Participant account to be credited with such increase. Upon consummation of an Exchange Offer by the Company in accordance with Section 2.07(f) hereof, the requirements of this Section 2.07(b)(ii) shall be deemed to have been satisfied upon receipt by the Registrar of the instructions contained in the Letter of Transmittal delivered by the holder of such beneficial interests in the Restricted Global Notes. Upon satisfaction of all of the requirements for transfer or exchange of beneficial interests in Global Notes contained in this Indenture and the Notes or otherwise applicable under the Securities Act, the Trustee shall adjust the principal amount at maturity of the relevant Global Notes pursuant to Section 2.07(i).

(iii) *Transfer of Beneficial Interests to Another Restricted Global Note*. A beneficial interest in any Restricted Global Note may be transferred to a Person who takes delivery thereof in the form of a beneficial interest in another Restricted Global Note if the transfer complies with the requirements of Section 2.07(b)(ii) above and the Registrar receives the following:

(A) if the transferee will take delivery in the form of a beneficial interest in a 144A Global Note, then the transferor must deliver a certificate in the form of Exhibit B hereto, including the certifications in item (1) thereof; or

(B) if the transferee will take delivery in the form of a beneficial interest in a Legended Regulation S Global Note, then the transferor must deliver a certificate in the form of Exhibit B hereto, including the certifications in item (2) thereof.

(iv) Transfer and Exchange of Beneficial Interests in a Restricted Global Note for Beneficial Interests in an Unrestricted Global Note. A beneficial interest in any Restricted Global Note may be exchanged by any Holder thereof for a beneficial interest in an Unrestricted Global Note or transferred to a Person who takes delivery thereof in the form of a beneficial interest in an Unrestricted Global Note if the exchange or transfer complies with the requirements of Section 2.07(b)(ii) above and:

(A) such exchange or transfer is effected pursuant to an Exchange Offer in accordance with the Registration Rights Agreement and the holder of the beneficial interest to be transferred, in the case of an exchange, or the transferee, in the case of a transfer, certifies in the applicable Letter of Transmittal that it is not (1) a broker-dealer, (2) a Person participating in the distribution of the Exchange Notes or (3) a Person who is an “affiliate” (as defined in Rule 144) of the Company;

(B) such transfer is effected pursuant to a Shelf Registration Statement in accordance with the Registration Rights Agreement;

(C) such transfer is effected by a broker-dealer pursuant to an Exchange Offer Registration Statement and such broker-dealer complies with the terms of the Registration Rights Agreement; or

(D) the Registrar receives the following:

(y) if the holder of such beneficial interest in a Restricted Global Note proposes to exchange such beneficial interest for a beneficial interest in an Unrestricted Global Note, a certificate from such holder in the form of Exhibit C hereto, including the certifications in item (1)(a) thereof; or

(z) if the holder of such beneficial interest in a Restricted Global Note proposes to transfer such beneficial interest to a Person who shall take delivery thereof in the form of a beneficial interest in an Unrestricted Global Note, a certificate from such holder in the form of Exhibit B hereto, including the applicable certifications in item (4) thereof;

and, in each such case set forth in this subparagraph (D), an Opinion of Counsel in form reasonably acceptable to the Registrar and the Company to the effect that such exchange or transfer is in compliance with the Securities Act and that the restrictions on transfer contained herein and in the Private Placement Legend are no longer required in order to maintain compliance with the Securities Act.

If any such transfer is effected pursuant to subparagraph (B) or (D) above at a time when an Unrestricted Global Note has not yet been issued, the Company shall issue and, upon receipt of an Authentication Order in accordance with Section 2.02 hereof, the Trustee shall authenticate one or more Unrestricted Global Notes in an aggregate principal amount equal to the aggregate principal amount of beneficial interests transferred pursuant to subparagraph (B) or (D) above.

Beneficial interests in an Unrestricted Global Note cannot be exchanged for, or transferred to Persons who take delivery thereof in the form of, a beneficial interest in a Restricted Global Note.

(c) *Transfer or Exchange of Beneficial Interests for Definitive Notes*.

(i) *Beneficial Interests in Restricted Global Notes to Restricted Definitive Notes*. If Definitive Notes are permitted at such time to be issued pursuant to Section 2.07(a) and any holder of a beneficial interest in a Restricted Global Note proposes to exchange such beneficial interest for a Restricted Definitive Note or to transfer such beneficial interest to a Person who takes delivery thereof in the form of a Restricted Definitive Note, then, upon receipt by the Registrar of the following documentation:

(A) if the holder of such beneficial interest in a Restricted Global Note proposes to exchange such beneficial interest for a Restricted Definitive Note, a certificate from such holder in the form of Exhibit C, including the certifications in item (2)(a) thereof;

(B) if such beneficial interest is being transferred to a QIB in accordance with Rule 144A, a certificate to the effect set forth in Exhibit B hereto, including the certifications in item (1) thereof;

(C) if such beneficial interest is being transferred pursuant to an exemption from the registration requirements of the Securities Act in accordance with Rule 144, a certificate to the effect set forth in Exhibit B hereto, including the certifications in item (3)(a) thereof;

(D) if such beneficial interest is being transferred to a Non-U.S. Person in an "offshore transaction" in accordance with Rule 903 or Rule 904, a certificate to the effect set forth in Exhibit B hereto, including the certifications in item (2) thereof; or

(E) if such beneficial interest is being transferred to the Company or any of its Subsidiaries, a certificate to the effect set forth in Exhibit B hereto, including the certifications in item (3)(b) thereof;

the Trustee shall cause the aggregate principal amount of the applicable Global Note to be reduced accordingly pursuant to Section 2.07(i) hereof, and the Company shall execute and the Trustee shall authenticate and deliver to the Person designated in the instructions a Definitive Note in the appropriate principal amount. Any Restricted Definitive Note issued in exchange for a beneficial interest in a Restricted Global Note pursuant to this Section 2.07 shall be registered in such name or names and in such authorized denomination or denominations as the holder of such beneficial interest shall instruct the Registrar through instructions from the Depositary and the Participant or Indirect Participant. The Trustee shall deliver such Restricted Definitive Notes to the Persons in whose names such Notes are so registered. Any Restricted Definitive Note issued in exchange for a beneficial interest in a Restricted Global Note pursuant to this Section 2.07(c)(i) shall bear the Private Placement Legend and shall be subject to all restrictions on transfer contained therein.

(ii) *Beneficial Interests in Legended Regulation S Global Note to Definitive Notes*. Notwithstanding Sections 2.07(c)(i)(A) and (D) hereof, a beneficial interest in the Legended Regulation S Global Note may not be exchanged for a Definitive Note or transferred to a Person who takes delivery thereof in the form of a Definitive Note prior to (A) the expiration of the Restricted Period and (B) the receipt by the Registrar of a certificate in the form of Exhibit B hereto or other evidence satisfactory to the Company pursuant to Rule 903(b)(3)(ii)(B) of the Securities Act, except in the case of a transfer pursuant to an exemption from the registration requirements of the Securities Act other than Rule 903 or Rule 904.

(iii) *Beneficial Interests in Restricted Global Notes to Unrestricted Definitive Notes*. If Definitive Notes are permitted at such time to be issued pursuant to Section 2.07(a), a holder of a beneficial interest in a Restricted Global Note may exchange such beneficial interest for an Unrestricted Definitive Note or may transfer such beneficial interest to a Person who takes delivery thereof in the form of an Unrestricted Definitive Note only if:

(A) such exchange or transfer is effected pursuant to an Exchange Offer in accordance with the Registration Rights Agreement and the holder of the beneficial interest, in the case of an exchange, or the transferee, in the case of a transfer, certifies in the applicable Letter of Transmittal that it is not (1) a broker-dealer, (2) a Person participating in the distribution of the Exchange Notes or (3) a Person who is an "affiliate" (as defined in Rule 144) of the Company;

(B) such transfer is effected pursuant to a Shelf Registration Statement in accordance with the Registration Rights Agreement;

(C) such transfer is effected by a broker-dealer pursuant to an Exchange Offer Registration Statement and such broker-dealer complies with the terms of the Registration Rights Agreement; or

(D) the Registrar receives the following:

(y) if the holder of such beneficial interest in a Restricted Global Note proposes to exchange such beneficial interest for a Definitive Note that does not bear the Private Placement Legend, a certificate from such holder in the form of Exhibit C hereto, including the certifications in item (1)(b) thereof; or

(z) if the holder of such beneficial interest in a Restricted Global Note proposes to transfer such beneficial interest to a Person who shall take delivery thereof in the form of a Definitive Note that does not bear the Private Placement Legend, a certificate from such holder in the form of Exhibit B hereto, including the applicable certifications in item (4) thereof;

and, in each such case set forth in this subparagraph (D), an Opinion of Counsel in form reasonably acceptable to the Registrar and the Company to the effect that such exchange or transfer is in compliance with the Securities Act and that the restrictions on transfer contained herein and in the Private Placement Legend are no longer required in order to maintain compliance with the Securities Act.

(iv) *Beneficial Interests in Unrestricted Global Notes to Unrestricted Definitive Notes*. If any holder of a beneficial interest in an Unrestricted Global Note proposes to exchange such beneficial interest for a Definitive Note or to transfer such beneficial interest to a Person who takes delivery thereof in the form of a Definitive Note, then, upon satisfaction of the conditions set forth in Section 2.07(b)(ii) above, the Trustee shall cause the aggregate principal amount of the applicable Global Note to be reduced accordingly pursuant to Section 2.07(i) below, and the Company shall execute and the Trustee shall authenticate and deliver to the Person designated in the instructions a Definitive Note in the appropriate principal amount. Any Definitive Note issued in exchange for a beneficial interest pursuant to this Section 2.07(c)(iv) shall be registered in such name or names and in such authorized denomination or denominations as the holder of such beneficial interest shall instruct the Registrar through instructions from or through the Depositary and the Participant or Indirect Participant. The Trustee shall deliver such Definitive Notes to the Persons in whose names such Notes are so registered. Any Definitive Note issued in exchange for a beneficial interest pursuant to this Section 2.07(c)(iv) shall not bear the Private Placement Legend.

(d) *Transfer and Exchange of Definitive Notes for Beneficial Interests*.

(i) *Restricted Definitive Notes to Beneficial Interests in Restricted Global Notes*. If the conditions for the exchange of Global Notes set forth in Section 2.07(a) are no longer in effect (including as a result of the appointment of a new Depositary or the waiver of any outstanding Event of Default and the consent of a majority of Holders of Notes), and any Holder of a Restricted Definitive Note proposes to exchange such Note for a beneficial interest in a Restricted Global Note or to transfer such Restricted Definitive Note to a Person who takes delivery thereof in the form of a beneficial interest in a Restricted Global Note, then, upon receipt by the Registrar of the following documentation:

(A) if the Holder of such Restricted Definitive Note proposes to exchange such Note for a beneficial interest in a Restricted Global Note, a certificate from such Holder in the form of Exhibit C hereto, including the certifications in item (2)(b) thereof;

(B) if such Restricted Definitive Note is being transferred to a QIB in accordance with Rule 144A, a certificate to the effect set forth in Exhibit B hereto, including the certifications in item (1) thereof;

(C) if such Restricted Definitive Note is being transferred to a Non-U.S. Person in an "offshore transaction" in accordance with Rule 903 or Rule 904, a certificate in the form of Exhibit B, including the certifications in item (2) thereof;

(D) if such Restricted Definitive Note is being transferred pursuant to an exemption from the registration requirements of the Securities Act in accordance with Rule 144, a certificate in the form of Exhibit B hereto, including the certifications in item (3)(a) thereof; or

(E) if such Restricted Definitive Note is being transferred to the Company or any of its Subsidiaries, a certificate in the form of Exhibit B hereto, including the certifications in item (3)(a) thereof;

the Trustee shall cancel the Restricted Definitive Note, and increase or cause to be increased the aggregate principal amount of, in the case of clause (A) above, the appropriate Restricted Global Note, in the case of clause (B) above, the 144A Global Note, and in the case of clause (C) above, the Regulation S Global Note.

(ii) *Restricted Definitive Notes to Beneficial Interests in Unrestricted Global Notes*. If the conditions for the exchange of Global Notes set forth in Section 2.07(a) are no longer in effect (including as a result of the appointment of a new Depositary or the waiver of any outstanding Event of Default and the consent of a majority of Holders of Notes), and a Holder of a Restricted Definitive Note may exchange such Note for a beneficial interest in an Unrestricted Global Notes or transfer such Restricted Definitive Note to a Person who takes delivery thereof in the form of a beneficial interest in an Unrestricted Global Note only if:

(A) such exchange or transfer is effected pursuant to an Exchange Offer in accordance with the Registration Rights Agreement and the Holder, in the case of an exchange, or the transferee, in the case of a transfer, certifies in the applicable Letter of Transmittal that it is not (1) a broker-dealer, (2) a Person participating in the distribution of the Exchange Notes or (3) a Person who is an "affiliate" (as defined in Rule 144) of the Company;

(B) such transfer is effected pursuant to a Shelf Registration Statement in accordance with the Registration Rights Agreement;

(C) such transfer is effected by a broker-dealer pursuant to an Exchange Offer Registration Statement and such broker-dealer complies with the terms of the Registration Rights Agreement; or

(D) the Registrar receives the following:

(y) if the Holder of such Restricted Definitive Note proposes to exchange such Note for a beneficial interest in the Unrestricted Global Note, a certificate from such Holder in the form of Exhibit C hereto, including the certifications in item (1)(c) thereof; or

(z) if the Holder of such Restricted Definitive Note proposes to transfer such Note to a Person who shall take delivery thereof in the form of a beneficial interest in the Unrestricted Global Note, a certificate from such Holder in the form of Exhibit B hereto, including the applicable certifications in item (4) thereof;

and, in each such case set forth in this subparagraph (D), an Opinion of Counsel in form reasonably acceptable to the Registrar and the Company to the effect that such exchange or transfer is in compliance with the Securities Act and that the restrictions on transfer contained herein and in the Private Placement Legend are no longer required in order to maintain compliance with the Securities Act.

Upon satisfaction of the conditions of any of the subparagraphs in this Section 2.07(d)(ii), the Trustee shall cancel the Definitive Notes and increase or cause to be increased the aggregate principal amount of the Unrestricted Global Note.

(iii) *Unrestricted Definitive Notes to Beneficial Interests in Unrestricted Global Notes*. If the conditions for the exchange of Global Notes set forth in Section 2.07(a) are no longer in effect (including as a result of the appointment of a new Depositary or the waiver of any outstanding Event of Default and the consent of a majority of Holders of Notes), and a Holder of an Unrestricted Definitive Note may exchange such Note for a beneficial interest in an Unrestricted Global Note or transfer such Unrestricted Definitive Note to a Person who takes delivery thereof in the form of a beneficial interest in an Unrestricted Global Note at any time. Upon receipt of a request for such an exchange or transfer, the Trustee shall cancel the applicable Unrestricted Definitive Note and increase or cause to be increased the aggregate principal amount of one of the Unrestricted Global Notes.

If any such exchange or transfer from a Definitive Note to a beneficial interest in an Unrestricted Global Note is effected pursuant to Section 2.07(d)(ii)(B), (d)(ii)(D) or (d)(iii) above at a time when an Unrestricted Global Note has not yet been issued, the Company shall issue and, upon receipt of an Authentication Order in accordance with Section 2.02 hereof, the Trustee shall authenticate one or more Unrestricted Global Notes in an aggregate principal amount equal to the principal amount of Definitive Notes so transferred.

(e) *Transfer and Exchange of Definitive Notes for Definitive Notes*. Upon request by a Holder of Definitive Notes and such Holder's compliance with the provisions of this Section 2.07(e), the Registrar shall register the transfer or exchange of Definitive Notes. Prior to such registration of transfer or exchange, the requesting Holder shall present or surrender to the Registrar the Definitive Notes duly endorsed or accompanied by a written instruction of transfer in form satisfactory to the Registrar duly executed by such Holder or by its attorney, duly authorized in writing. In addition, the requesting Holder shall provide any additional certifications, documents and information, as applicable, required pursuant to the following provisions of this Section 2.07(e).

(i) *Restricted Definitive Notes to Restricted Definitive Notes*. Any Restricted Definitive Note may be transferred to and registered in the name of Persons who take delivery thereof in the form of a Restricted Definitive Note if the Registrar receives the following:

(A) if the transfer will be made pursuant to Rule 144A, then the transferor must deliver a certificate in the form of Exhibit B hereto, including the certifications in item (1) thereof;

(B) if the transfer will be made pursuant to Rule 903 or Rule 904, then the transferor must deliver a certificate in the form of Exhibit B hereto, including the certifications in item (2) thereof; or

(C) if the transfer will be made pursuant to any other exemption from the registration requirements of the Securities Act, then the transferor must deliver a certificate in the form of Exhibit B hereto, including the certifications, and Opinion of Counsel required by item (3) thereof, if applicable.

(ii) *Restricted Definitive Notes to Unrestricted Definitive Notes*. Any Restricted Definitive Note may be exchanged by the Holder thereof for an Unrestricted Definitive Note or transferred to a Person or Persons who take delivery thereof in the form of an Unrestricted Definitive Note if:

(A) such exchange or transfer is effected pursuant to an Exchange Offer in accordance with the Registration Rights Agreement and the Holder, in the case of an exchange, or the transferee, in the case of a transfer, certifies in the applicable Letter of Transmittal that it is not (1) a broker-dealer, (2) a Person participating in the distribution of the Exchange Notes or (3) a Person who is an "affiliate" (as defined in Rule 144) of the Company;

(B) such transfer is effected pursuant to a Shelf Registration Statement in accordance with the Registration Rights Agreement;

(C) such transfer is effected by a broker-dealer pursuant to an Exchange Offer Registration Statement and such broker-dealer complies with the terms of the Registration Rights Agreement; or

(D) the Registrar receives the following:

(y) if the Holder of such Restricted Definitive Note proposes to exchange such Note for an Unrestricted Definitive Note, a certificate from such Holder in the form of Exhibit C hereto, including the certifications in item (1)(d) thereof; or

(z) if the Holder of such Restricted Definitive Note proposes to transfer such Note to a Person who shall take delivery thereof in the form of an Unrestricted Definitive Note, a certificate from such Holder in the form of Exhibit B hereto, including the applicable certifications in item (4) thereof;

and, in each such case set forth in subparagraph (D) above, an Opinion of Counsel in form reasonably acceptable to the Registrar and the Company to the effect that such exchange or transfer is in compliance with the Securities Act and that the restrictions on transfer contained herein and in the Private Placement Legend are no longer required in order to maintain compliance with the Securities Act.

(iii) *Unrestricted Definitive Notes to Unrestricted Definitive Notes*. A Holder of Unrestricted Definitive Notes may transfer such Notes to a Person who takes delivery thereof in the form of an Unrestricted Definitive Note. Upon receipt of a request to register such a transfer, the Registrar shall register the Unrestricted Definitive Notes pursuant to the instructions from the Holder thereof.

(f) *Exchange Offer*. Upon the occurrence of an Exchange Offer in accordance with the Registration Rights Agreement, the Company shall issue and, upon receipt of an Authentication Order in accordance with Section 2.02 hereof, the Trustee shall authenticate (i) one or more Unrestricted Global Notes in an aggregate principal amount equal to the principal amount of the beneficial interests in the Restricted Global Notes tendered for acceptance in such Exchange Offer by Persons that make the representations in the applicable Letter of Transmittal required by Section 6(a)(ii) of the Registration Rights Agreement (with respect to the Initial Notes) or the applicable section of the Registration Rights Agreement (with respect to Additional Notes), and accepted for exchange in such Exchange Offer and (ii) subject to Section 2.07(a), Unrestricted Definitive Notes in an aggregate principal amount equal to the principal amount of the Restricted Definitive Notes accepted for exchange in such Exchange Offer by Persons that make the representations in the applicable Letters of Transmittal required by Section 6(a)(ii) of the Registration Rights Agreement (with respect to the Initial Notes) or the applicable section of the Registration Rights Agreement (with respect to Additional Notes), and accepted for exchange in such Exchange Offer. Concurrently with the issuance of such Notes, the Trustee shall cause the aggregate principal amount of the applicable Restricted Global Notes to be reduced accordingly, and the Company shall execute and the Trustee shall authenticate and deliver to the Persons designated by the Holders of Restricted Definitive Notes so accepted Unrestricted Definitive Notes in the appropriate principal amounts.

(g) *Legends*. The following legends shall appear on the face of all Global Notes and Definitive Notes issued under this Indenture unless specifically stated otherwise in the applicable provisions of this Indenture.

(i) *Private Placement Legend*. Except as permitted below, each Global Note and each Definitive Note (and all Notes issued in exchange therefor or substitution thereof) shall bear the legend in substantially the following form:

> THE SECURITY (OR ITS PREDECESSOR) EVIDENCED HEREBY WAS ORIGINALLY ISSUED IN A TRANSACTION EXEMPT FROM REGISTRATION UNDER SECTION 5 OF THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), AND THE SECURITY EVIDENCED HEREBY MAY NOT BE OFFERED, SOLD OR OTHERWISE TRANSFERRED IN THE ABSENCE OF SUCH REGISTRATION OR AN APPLICABLE EXEMPTION THEREFROM. EACH PURCHASER OF THE SECURITY EVIDENCED HEREBY IS HEREBY NOTIFIED THAT THE SELLER MAY BE RELYING ON THE EXEMPTION FROM THE PROVISIONS OF SECTION 5 OF THE SECURITIES ACT PROVIDED BY RULE 144A THEREUNDER. THE HOLDER OF THE SECURITY EVIDENCED HEREBY AGREES FOR THE BENEFIT OF THE ISSUER THAT (A) SUCH SECURITY MAY BE RESOLD, PLEDGED OR OTHERWISE TRANSFERRED ONLY (i) TO A PERSON WHO IS NOT, AND FOR A PERIOD OF AT LEAST THREE MONTHS IMMEDIATELY PRIOR TO SUCH TRANSFER HAS NOT BEEN, ONE OF THE ISSUER'S "AFFILIATES" (AS DEFINED IN RULE 144 UNDER THE SECURITIES ACT) NOR ACTING ON THE ISSUER'S BEHALF AND (a) IS A QUALIFIED INSTITUTIONAL BUYER (AS DEFINED IN RULE 144A UNDER THE SECURITIES ACT) IN A TRANSACTION MEETING THE REQUIREMENTS OF RULE 144A, (b) IN A TRANSACTION MEETING THE REQUIREMENTS OF RULE 144 UNDER THE SECURITIES ACT, (c) OUTSIDE THE UNITED STATES TO A NON-U.S. PERSON IN A TRANSACTION MEETING THE REQUIREMENTS OF RULE 904 UNDER THE SECURITIES ACT, OR (d) IN ACCORDANCE WITH ANOTHER EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT (AND BASED UPON AN OPINION OF COUNSEL IF THE ISSUER SO REQUESTS), (ii) TO THE ISSUER, OR (iii) PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT AND, IN EACH CASE, IN ACCORDANCE WITH ANY APPLICABLE SECURITIES LAWS OF ANY STATE OF THE UNITED STATES OR ANY OTHER APPLICABLE JURISDICTION, AND (B) THE HOLDER WILL, AND EACH SUBSEQUENT HOLDER IS REQUIRED TO, NOTIFY ANY PURCHASER FROM IT OF THE SECURITY EVIDENCED HEREBY OF THE RESALE RESTRICTIONS SET FORTH IN CLAUSE (A) ABOVE. NO REPRESENTATION CAN BE MADE AS TO THE AVAILABILITY OF THE EXEMPTION PROVIDED BY RULE 144 FOR RESALE OF THE SECURITY EVIDENCED HEREBY.

Notwithstanding the foregoing, any Global Note or Definitive Note issued pursuant to subparagraph (b)(iv), (e)(ii) or (e)(iii) or (f) of this Section 2.07 (and all Notes issued in exchange therefor or substitution thereof) shall not bear the Private Placement Legend.

(ii) *Global Note Legend*. Each Global Note shall bear a legend in substantially the following form:

THIS GLOBAL NOTE IS HELD BY THE DEPOSITARY (AS DEFINED IN THE INDENTURE GOVERNING THIS NOTE) OR ITS NOMINEE IN CUSTODY FOR THE BENEFIT OF THE BENEFICIAL OWNERS HEREOF, AND IS NOT TRANSFERABLE TO ANY PERSON UNDER ANY CIRCUMSTANCES EXCEPT THAT (I) THE TRUSTEE MAY MAKE SUCH NOTATIONS HEREON AS MAY BE REQUIRED PURSUANT TO SECTION 2.07 OF THE INDENTURE, (II) THIS GLOBAL NOTE MAY BE EXCHANGED IN WHOLE BUT NOT IN PART PURSUANT TO SECTION 2.07(a) OF THE INDENTURE, (III) THIS GLOBAL NOTE MAY BE DELIVERED TO THE TRUSTEE FOR CANCELLATION PURSUANT TO SECTION 2.12 OF THE INDENTURE AND (IV) THIS GLOBAL NOTE MAY BE TRANSFERRED TO A SUCCESSOR DEPOSITARY WITH THE PRIOR WRITTEN CONSENT OF THE COMPANY. THIS NOTE MAY NOT BE TRANSFERRED EXCEPT AS A WHOLE BY THE DEPOSITARY TO A NOMINEE OF THE DEPOSITARY OR BY A NOMINEE OF THE DEPOSITARY TO THE DEPOSITARY OR ANOTHER NOMINEE OF THE DEPOSITARY OR BY THE DEPOSITARY OR ANY SUCH NOMINEE TO A SUCCESSOR DEPOSITARY OR A NOMINEE OF SUCH SUCCESSOR DEPOSITARY, UNLESS THIS CERTIFICATE IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TRUST COMPANY (570 WASHINGTON BOULEVARD, JERSEY CITY, NEW JERSEY 07310) ("DTC") TO THE COMPANY OR ITS AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE OR PAYMENT, AND ANY CERTIFICATE ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR SUCH OTHER NAME AS MAY BE REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC (AND ANY PAYMENT IS MADE TO CEDE & CO. OR SUCH OTHER ENTITY AS MAY BE REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL INASMUCH AS THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN.

(h) *Legended Regulation S Global Note Legend*. The Legended Regulation S Global Note shall bear a legend in substantially the following form:

BY ITS ACQUISITION HEREOF, THE HOLDER HEREOF REPRESENTS THAT IT IS NOT A U.S. PERSON NOR IS IT PURCHASING FOR THE ACCOUNT OF A U.S. PERSON AND IS ACQUIRING THIS SECURITY IN AN OFFSHORE TRANSACTION IN ACCORDANCE WITH REGULATION S UNDER THE SECURITIES ACT.

(i) *Cancellation or Adjustment of Global Notes*. At such time as all beneficial interests in a particular Global Note have been exchanged for Definitive Notes or a particular Global Note has been redeemed, repurchased or canceled in whole and not in part, each such Global Note shall be returned to or retained and canceled by the Trustee in accordance with Section 2.12 hereof. At any time prior to such cancellation, if any beneficial interest in a Global Note is exchanged for or transferred to a Person who will take delivery thereof in the form of a beneficial interest in another Global Note or for Definitive Notes, the principal amount of Notes represented by such Global Note shall be reduced accordingly and an endorsement shall be made on the Schedule of Exchanges of Interests in such Global Note by the Trustee or by the Depositary at the direction of the Trustee to reflect such reduction; and if the beneficial interest is being exchanged for or transferred to a Person who will take delivery thereof in the form of a beneficial interest in another Global Note, such other Global Note shall be increased accordingly and an endorsement shall be made on such Global Note by the Trustee or by the Depositary at the direction of the Trustee to reflect such increase.

(j) *General Provisions Relating to Transfers and Exchanges*.

(i) To permit registrations of transfers and exchanges, the Company shall execute and the Trustee shall authenticate Global Notes and Definitive Notes upon receipt of an Authentication Order in accordance with Section 2.02 hereof or at the Registrar's request.

(ii) No service charge shall be made to a holder of a beneficial interest in a Global Note or to a Holder of a Definitive Note for any registration of transfer or exchange, but the Holder will be required to pay a sum sufficient to cover any transfer tax or similar governmental charge payable in connection therewith (other than any such transfer taxes or similar governmental charges payable upon exchange or transfer pursuant to Sections 2.11, 3.06, 3.07, 4.10, 4.14 and 9.05).

(iii) The Registrar shall not be required to register the transfer of or exchange any Note selected for redemption in whole or in part, except for the unredeemed portion of any Note being redeemed in part.

(iv) All Global Notes and Definitive Notes issued upon any registration of transfer or exchange of Global Notes or Definitive Notes shall be the valid and legally binding obligations of the Company, evidencing the same debt, and entitled to the same benefits under this Indenture, as the Global Notes or Definitive Notes surrendered upon such registration of transfer or exchange.

(v) The Company or the Registrar shall not be required (A) to issue, to register the transfer of or to exchange any Notes during a period beginning at the opening of business 15 days before the day of any selection of Notes for redemption under Section 3.02 hereof and ending at the close of business on the day of selection, (B) to register the transfer of or to exchange any Note so selected for redemption in whole or in part, except the unredeemed portion of any Note being redeemed in part, (C) to register the transfer of or to exchange a Note between a record date and the next succeeding Interest Payment Date or (D) to register the transfer of or to exchange a Note tendered and not withdrawn in connection with a Change of Control Offer or an Asset Disposition Offer.

(vi) Subject to the rights of Holders as of the relevant record date to receive interest on the corresponding Interest Payment Date and Section 2.13, prior to due presentment for the registration of a transfer of any Note, the Trustee, any Agent and the Company may deem and treat the Person in whose name any Note is registered as the absolute owner of such Note for the purpose of receiving payment of principal of and interest on such Notes and for all other purposes, and none of the Trustee, any Agent or the Company shall be affected by notice to the contrary.

(vii) The Trustee shall authenticate Global Notes and Definitive Notes in accordance with the provisions of Section 2.02.

(viii) All certifications, certificates and Opinions of Counsel required to be submitted to the Registrar pursuant to this Section 2.07 to effect a registration of transfer or exchange may be submitted by facsimile or electronically.

(ix) The Trustee shall have no obligation or duty to monitor, determine or inquire as to compliance with any restrictions on transfer imposed under this Indenture or under applicable law with respect to any transfer of any interest in any Notes (including any transfers between or among the Depositary's participants or beneficial owners of interests in any Global Note) other than to require delivery of such certificates and other documentation as expressly required by, and to do so if and when expressly required by, the terms of this Indenture and to examine the same to determine substantial compliance as to form with the express requirements hereof.

Section 2.08. Replacement Notes.

(a) If any mutilated Note is surrendered to the Trustee or the Company or the Trustee receives evidence to its satisfaction of the destruction, loss or theft of any Note, the Company shall issue and the Trustee, upon receipt of an Authentication Order, shall authenticate a replacement Note if the Trustee's and the Company's requirements are met. If required by the Trustee or the Company, an indemnity bond must be supplied by or on behalf of the Holder that is sufficient in the judgment of the Trustee and the Company to protect the Company, the Subsidiary Guarantors, the Trustee, any Agent and any authenticating agent from any loss that any of them may suffer if a Note is replaced. The Company and the Trustee may charge for its expenses in replacing a Note.

(b) Every replacement Note is an additional obligation of the Company and the Subsidiary Guarantors and shall be entitled to all of the benefits of this Indenture equally and proportionately with all other Notes duly issued hereunder.

Section 2.09. Outstanding Notes.

(a) The Notes outstanding at any time are all the Notes authenticated by the Trustee except for those canceled by it, those delivered to it for cancellation, those reductions in the interest in a Global Note effected by the Trustee in accordance with the provisions hereof, and those described in this Section as not outstanding. Except as set forth in Section 2.10, a Note does not cease to be outstanding because the Company or an Affiliate of the Company holds the Note; *provided*, *however*, that Notes held by the Company or a Subsidiary of the Company shall be deemed to be not outstanding for purposes of Section 3.07(b) or as otherwise provided in this Indenture.

(b) If a Note is replaced pursuant to Section 2.08, it ceases to be outstanding unless the Trustee receives proof satisfactory to it that the replaced Note is held by a bona fide purchaser.

(c) If the principal amount of any Note is considered paid under Section 4.01, it ceases to be outstanding and interest on it ceases to accrue.

(d) If the Paying Agent (other than the Company, a Subsidiary of the Company or an Affiliate of any of the foregoing) holds, on a redemption date or maturity date, money sufficient to pay Notes payable on that date, then on and after that date such Notes shall be deemed to be no longer outstanding and shall cease to accrue interest.

Section 2.10. Treasury Notes.

In determining whether the Holders of the required principal amount of Notes have concurred in any direction, waiver or consent, Notes owned by the Company, or by any Affiliate of the Company, shall be considered as though not outstanding, except that for the purposes of determining whether the Trustee shall be protected in relying on any such direction, waiver or consent, only Notes that a Responsible Officer of the Trustee actually knows are so owned shall be so disregarded. Notwithstanding the foregoing, Notes that are to be acquired by the Company, any Subsidiary of the Company or an Affiliate of the Company pursuant to an exchange offer, tender offer or other similar agreement shall not be deemed to be owned by the Company, a Subsidiary of the Company or an Affiliate of the Company until legal title to such Notes passes to the Company, such Subsidiary or such Affiliate, as the case may be.

Section 2.11. Temporary Notes.

Pending the preparation of definitive Notes, the Company may execute and the Trustee shall authenticate and make available for delivery temporary Notes, which may be printed, typewritten or otherwise reproduced, in each case in form reasonably acceptable to the Trustee. Temporary Notes may be issued in any authorized denomination and substantially in the form of the definitive Notes but with such omissions, insertions and variations as may be appropriate for temporary Notes, all as may be determined by the Company with the reasonable concurrence of the Trustee. Temporary Notes may contain such reference to any provisions of this Indenture as may be appropriate. Every temporary Note shall be executed by the Company and be authenticated by the Trustee upon the same conditions and in substantially the same manner, and with like effect, as definitive Notes. Without unreasonable delay the Company shall execute and shall furnish definitive Notes and thereupon temporary Notes may be surrendered in exchange therefor without charge at each office or agency to be maintained by the Company for that purpose pursuant to Section 4.02, and the Trustee shall authenticate and make available for delivery in exchange for such temporary Notes a like aggregate principal amount of definitive Notes of authorized denominations. Until so exchanged, the temporary Notes shall be entitled to the same benefits under this Indenture as definitive Notes.

Section 2.12. Cancellation.

The Company at any time may deliver Notes to the Trustee for cancellation. The Registrar and Paying Agent shall forward to the Trustee any Notes surrendered to them for registration of transfer, exchange or payment. The Trustee and no one else shall cancel all Notes surrendered for registration of transfer, exchange, payment, replacement or cancellation and shall dispose of canceled Notes in accordance with its procedures for the disposition of canceled securities in effect as of the date of such disposition (subject to the record retention requirements of the Exchange Act). Certification of the disposition of all canceled Notes shall be delivered to the Company upon cancellation. The Trustee shall provide the Company a list of all Notes that have been canceled upon the Company's written request. The Company may not issue new Notes to replace Notes that it has paid or that have been delivered to the Trustee for cancellation.

Section 2.13. Defaulted Interest.

If the Company defaults in a payment of interest on the Notes, it shall pay the defaulted interest in any lawful manner plus, to the extent lawful, interest payable on the defaulted interest, to the Persons who are Holders on a subsequent special record date, in each case at the rate provided in the Notes and in Section 4.01. The Company shall notify the Trustee in writing of the amount of defaulted interest proposed to be paid on each Note and the date of the proposed payment. The Company shall fix or cause to be fixed each such special record date and payment date, *provided* that no such special record date shall be less than 5 days prior to the related payment date for such defaulted interest. At least 10 days before the special record date, the Company (or, upon the written request of the Company given at least five Business Days before such notice is to be sent, unless a shorter period shall be satisfactory to the Trustee, the Trustee in the name and at the expense of the Company) shall mail or cause to be mailed, or in the case of Global Notes, send in accordance with the Applicable Procedures of the Depositary to Holders a notice that states the special record date, the related payment date and the amount of such interest to be paid.

Section 2.14. CUSIP Numbers.

The Company in issuing the Notes may use "CUSIP" numbers if then generally in use and, if so, the Trustee shall use "CUSIP" numbers in notices of redemption as a convenience to Holders. Any such notice may state that no representation is made as to the correctness of such numbers either as printed on the Notes or as contained in any notice of a redemption and that reliance may be placed only on the other identification numbers printed on the Notes. No such redemption shall be affected by any defect in or omission of such numbers. The Company promptly shall notify the Trustee of any change in the CUSIP numbers.

ARTICLE THREE
REDEMPTION AND OFFERS TO PURCHASE

Section 3.01. Notices to Trustee.

If the Company elects to redeem Notes pursuant to the optional redemption provisions of Section 3.07, it shall furnish to the Trustee, at least 30 days but not more than 60 days before a redemption date, an Officers' Certificate setting forth (i) the clause of this Indenture pursuant to which the redemption shall occur, (ii) the redemption date, (iii) the principal amount of Notes to be redeemed and (iv) the redemption price (or manner of calculation if not then known). If the redemption price is not known at the time such notice is to be given, the actual redemption price, calculated as described in the terms of the Notes, will be set forth in a certificate of an Officer of the Company delivered to the Trustee no later than two Business Days prior to the redemption date.

Section 3.02. Selection of Notes to Be Redeemed.

(a) If less than all of the Notes are to be redeemed at any time, and the Notes are Global Notes, they will be selected for redemption in accordance with Applicable Procedures of the Depositary. If the Notes are not Global Notes, the Trustee shall select the Notes to be redeemed among the Holders of the Notes (1) in compliance with the requirements of the principal national securities exchange, if any, on which the Notes are listed or (2) if the Notes are not so listed, in accordance with the Applicable Procedures of the Depositary. In the event of partial redemption, the particular Notes to be redeemed shall be selected, unless otherwise provided herein, not less than 30 nor more than 60 days prior to the redemption date by the Trustee from the outstanding Notes not previously called for redemption.

(b) The Trustee shall promptly notify the Company in writing of the Notes selected for redemption and, in the case of any Note selected for partial redemption, the principal amount thereof to be redeemed. No Notes in amounts of $2,000 or less shall be redeemed in part. Notes and portions of Notes selected shall be in amounts of $2,000 or integral multiples of $1,000 in excess thereof; except that if all of the Notes of a Holder are to be redeemed, the entire outstanding amount of Notes held by such Holder, even if not a multiple of $1,000, shall be redeemed. Except as provided in the preceding sentence, provisions of this Indenture that apply to Notes called for redemption also apply to portions of Notes called for redemption.

Section 3.03. Notice of Redemption.

(a) At least 30 days but not more than 60 days before a redemption date, the Company shall (1) in the case of Global Notes send or cause to be sent (with a copy to the Trustee) in accordance with the Applicable Procedures of the Depositary or (2) in the case of Notes that are not Global Notes, mail or cause to be mailed by first class mail, a notice of redemption to each Holder (with a copy to the Trustee) whose Notes are to be redeemed at its registered address, except that redemption notices may be sent or mailed more than 60 days prior to a redemption date if the notice is issued in connection with a defeasance of the Notes or a satisfaction and discharge of this Indenture.

The notice shall identify the Notes to be redeemed and shall state:

(i) the redemption date;

(ii) the redemption price (or manner of calculation if not then known);

(iii) if any Note is being redeemed in part, the portion of the principal amount of such Note to be redeemed and that, after the redemption date upon surrender of such Note, a new Note or Notes in principal amount equal to the unredeemed portion of the original Note shall be issued in the name of the Holder thereof upon cancellation of the original Note (or if the Note is a Global Note, an adjustment shall be made to the schedule attached thereto);

(iv) the name and address of the Paying Agent;

(v) that Notes called for redemption must be surrendered to the Paying Agent to collect the redemption price and become due on the date fixed for redemption;

(vi) that, unless the Company defaults in making such redemption payment, interest, if any, on Notes called for redemption ceases to accrue on and after the redemption date;

(vii) the paragraph of the Notes and/or Section of this Indenture pursuant to which the Notes called for redemption are being redeemed;

(viii) any conditions precedent to which such redemption is subject; and

(ix) that no representation is made as to the correctness or accuracy of the CUSIP number, if any, listed in such notice or printed on the Notes.

(b) At the Company's request, the Trustee shall give the notice of redemption in the Company's name and at its expense; *provided*, *however*, that the Company shall have delivered to the Trustee, at least 5 days prior to the date on which notice is to be given, an Officers' Certificate requesting that the Trustee give such notice and setting forth the information to be stated in such notice as provided in the preceding paragraph. The notice, if sent in the manner provided herein, shall be presumed to have been given, whether or not the Holder receives such notice.

(c) Any notice of redemption in connection with any Qualified Equity Offering or other securities offering or any other financing, or in connection with a transaction (or series of related transactions) that constitutes a Change of Control, may, at the Company's discretion, be given prior to the completion thereof and be subject to one or more conditions precedent, including completion of the related Qualified Equity Offering, securities offering, financing or Change of Control.

Section 3.04. Effect of Notice of Redemption.

Once notice of redemption is sent or mailed in accordance with Section 3.03 hereof, Notes called for redemption become irrevocably due and payable on the redemption date at the redemption price; *provided*, *however*, that any redemption notice may, at the Company's discretion, be subject to conditions as set forth in Section 3.03(c). Interest, if any, on Notes called for redemption ceases to accrue on and after the redemption date, unless the Company defaults in making the applicable redemption payment.

Section 3.05. Deposit of Redemption Price.

(a) Not later than 12:00 noon Eastern Time on the redemption date, the Company shall deposit with the Trustee or with the Paying Agent money sufficient to pay the redemption price of and accrued and unpaid interest, if any, on all Notes to be redeemed on that date. The Trustee or the Paying Agent shall promptly return to the Company any money deposited with the Trustee or the Paying Agent by the Company in excess of the amounts necessary to pay the redemption price of, and accrued and unpaid interest on, all Notes to be redeemed.

(b) If the Company complies with the provisions of Section 3.05(a), on and after the redemption date, interest shall cease to accrue on the Notes or the portions of Notes called for redemption. If a Note is redeemed on or after a record date but on or prior to the related Interest Payment Date, then any accrued and unpaid interest shall be paid to the Person in whose name such Note was registered at the close of business on such record date. If any Note called for redemption shall not be so paid upon surrender for redemption because of the failure of the Company to comply with Section 3.05(a), interest shall be paid on the unpaid principal from the redemption date until such principal is paid and to the extent lawful on any interest not paid on such unpaid principal, in each case at the rate provided in the Notes and in Section 4.01.

Section 3.06. Notes Redeemed in Part.

Upon surrender and cancellation of a Note that is redeemed in part, the Company shall issue and the Trustee shall authenticate for the Holder, at the expense of the Company, a new Note equal in principal amount to the unredeemed portion of the Note surrendered, subject to the provisions applicable to Global Notes.

Section 3.07. Optional Redemption.

(a)

(i) Except as set forth in Sections 3.07(a)(ii), (a)(iii) and (a)(iv), the Notes may not be redeemed at the option of the Company.

(ii) At any time and from time to time prior to October 15, 2024, the Company may redeem, on one or more occasions, up to a maximum of 35% of the original aggregate principal amount of the Notes, calculated after giving effect to any issuance of Additional Notes, with the Net Cash Proceeds of one or more Qualified Equity Offerings at a redemption price equal to 104.375% of the principal amount thereof, plus accrued and unpaid interest thereon to the redemption date, subject to the right of Holders of record on the relevant record date to receive interest due on the relevant Interest Payment Date; *provided*, *however*, that after giving effect to any such redemption:

(A) at least 65% of the original aggregate principal amount of the Notes, calculated after giving effect to any issuance of Additional Notes, remains outstanding immediately after such redemption; and

(B) any such redemption by the Company must be made within 90 days of such Qualified Equity Offering and must be made in accordance with the procedures set forth in this Indenture.

(iii) At any time and from time to time prior to October 15, 2024, the Company may redeem on one or more occasions all or part of the Notes at a redemption price equal to the sum of (i) 100% of the principal amount thereof, plus (ii) the Applicable Premium as of the date of redemption, plus (iii) accrued and unpaid interest to the date of redemption, subject to the right of Holders of record on the relevant record date to receive interest due on the relevant Interest Payment Date.

(iv) At any time and from time to time on or after October 15, 2024, the Company may redeem the Notes, in whole or in part, at once or over time, at the following redemption prices, expressed as percentages of principal amount, *plus* accrued and unpaid interest thereon to the redemption date, subject to the right of Holders of record on the relevant record date to receive interest due on the relevant Interest Payment Date, if redeemed during the twelve-month period commencing on October 15 of the years set forth below:

Year	**Percentage**
2024	102.188%
2025	101.458%
2026	100.729%
2027 and thereafter	100.000%

(b) Any redemption pursuant to this Section 3.07 shall be made in accordance with the provisions of Sections 3.01 through Section 3.06.

Section 3.08. Mandatory Redemption.

There are no sinking fund payment or mandatory redemption obligations with respect to the Notes.

ARTICLE FOUR
COVENANTS

Section 4.01. Payment of Notes.

(a) The Company shall pay or cause to be paid the principal of, premium, if any, and interest on the Notes on the dates and in the manner provided in the Notes. Principal, premium, if any, and interest shall be considered paid on the date due if the Paying Agent, if other than the Company or one of its Subsidiaries, holds as of 12:00 noon Eastern Time on the due date money deposited by the Company in immediately available funds and designated for and sufficient to pay all principal, premium, if any, and interest then due.

(b) The Company shall pay interest (including post-petition interest in any proceeding under any Bankruptcy Law) on overdue principal at the rate equal to 1% per annum in excess of the then applicable interest rate on the Notes to the extent lawful; it shall pay interest (including post-petition interest in any proceeding under any Bankruptcy Law) on overdue installments of interest at the same rate to the extent lawful.

Section 4.02. Maintenance of Office or Agency.

So long as any of the Notes remain outstanding, the Company shall maintain the following: an office or agency where the Notes may be presented for payment or conversion; where the Notes may be presented for registration of transfer and for exchange; and where notices and demands to or upon the Company in respect of the Notes or of this Indenture may be served. The Company shall give to the Trustee written notice of the location of any such office or agency and of any change of location thereof. In case the Company shall fail to so designate or maintain any such office or agency or shall fail to give such notice of the location or of any change in the location thereof, presentations and demands may be made at the Corporate Trust Office of the Trustee, or as otherwise designated in writing by the Trustee.

Section 4.03. SEC Reports.

(a) Whether or not required by the SEC's rules and regulations, the Company will file with the SEC within the time periods specified in the SEC's rules and regulations, and provide the Trustee and Holders and prospective Holders (upon request) within 15 days after it files them with the SEC, copies of its annual report and the information, documents and other reports that are specified in Sections 13 and 15(d) of the Exchange Act; *provided* that for purposes of this Section 4.03, such information, documents and other reports shall be deemed to have been furnished to the Trustee, Holders and prospective Holders if they are electronically available via the SEC's Electronic Data Gathering, Analysis, and Retrieval system ("EDGAR"). Even if the Company is entitled under the Exchange Act not to furnish such information to the SEC, it will nonetheless continue to furnish information that would be required to be furnished by the Company by Section 13 or 15(d) of the Exchange Act (excluding exhibits) to the Trustee and the Holders of Notes as if it were subject to such periodic reporting requirements. The Company also will comply with the other provisions of Section 314(a) of the TIA.

(b) To the extent any information is not provided within the time periods specified in this Section 4.03 and such information is subsequently provided within the grace period set forth in Section 6.01, the Company will be deemed to have satisfied its obligations with respect thereto at such time and any Default with respect thereto shall be deemed to have been cured unless the Notes thereof have been accelerated. The Trustee shall have no obligation to determine if and when the Company's financial statements or reports are publicly available and accessible electronically. Delivery of reports, information and documents to the Trustee under this Indenture is for informational purposes only and the information and the Trustee's receipt of the foregoing shall not constitute constructive notice of any information contained therein, or determinable from information contained therein, including the Company's compliance with any of the covenants set forth herein (as to which the Trustee is entitled to rely exclusively on Officers' Certificates).

Section 4.04. Compliance Certificate.

The Company shall deliver to the Trustee, within 120 days after the end of each fiscal year, an Officers' Certificate indicating whether the Officers signing such Officers' Certificate on behalf of the Company know of any Default with respect to the Notes that occurred during the previous year. The Company shall also deliver to the Trustee, within 30 days after the occurrence thereof, written notice of any Event of Default with respect to the Notes, the status and what action the Company is taking or proposes to take in respect thereof.

Section 4.05. Taxes.

The Company shall pay, and shall cause each of its Restricted Subsidiaries to pay, prior to delinquency, all material taxes, assessments, and governmental levies except such as are contested in good faith and by appropriate negotiations or proceedings or where the failure to effect such payment is not adverse in any material respect to the Holders of the Notes.

Section 4.06. Stay, Extension and Usury Laws.

The Company and each of the Subsidiary Guarantors covenants (to the extent that it may lawfully do so) that it shall not at any time insist upon, plead, or in any manner whatsoever claim or take the benefit or advantage of, any stay, extension or usury law wherever enacted, now or at any time hereafter in force, that may affect the covenants or the performance of this Indenture; and the Company and each of the Subsidiary Guarantors (to the extent that it may lawfully do so) hereby expressly waives all benefit or advantage of any such law, and covenants that it shall not, by resort to any such law, hinder, delay or impede the execution of any power herein granted to the Trustee, but will suffer and permit the execution of every such power as though no such law has been enacted.

Section 4.07. Limitation on Restricted Payments.

(a) Except as permitted in Section 4.07(b) below, the Company will not, and will not permit any Restricted Subsidiary, directly or indirectly, to:

(1) declare or pay any dividend, make any distribution on or in respect of its Capital Stock or make any similar payment (including any payment in connection with any merger or consolidation involving the Company or any Restricted Subsidiary of the Company) to the direct or indirect holders of its Capital Stock, except (x) dividends or distributions payable solely in its Capital Stock (other than Disqualified Stock) and (y) dividends or distributions payable to the Company or a Restricted Subsidiary (and, if such Restricted Subsidiary has shareholders other than the Company or other Restricted Subsidiaries, to its other shareholders on a *pro rata* basis or on a basis more favorable to the Company and its Restricted Subsidiaries than *pro rata*),

(2) purchase, repurchase, redeem, retire or otherwise acquire for value any Capital Stock of the Company held by Persons other than the Company or a Restricted Subsidiary,

(3) purchase, repurchase, redeem, retire, defease or otherwise acquire for value, prior to scheduled maturity, scheduled repayment or scheduled sinking fund payment, any Subordinated Obligations (other than the purchase, repurchase, redemption, retirement, defeasance or other acquisition for value of (A) Subordinated Obligations acquired in anticipation of satisfying a sinking fund obligation, principal installment or final maturity, in each case due within one year of the date thereof, or (B) to the extent constituting Subordinated Obligations, Indebtedness permitted under Section 4.09(b)(2)), or

(4) make any Investment (other than a Permitted Investment) in any Person

(any such dividend, distribution, payment, purchase, redemption, repurchase, defeasance, retirement, other acquisition or Investment being herein referred to as a "Restricted Payment") if at the time the Company or such Restricted Subsidiary makes such Restricted Payment:

(A) a Default shall have occurred and be continuing (or would result therefrom);

(B) the Company could not Incur at least $1.00 of additional Indebtedness under Section 4.09(a); or

(C) the aggregate amount of such Restricted Payment and all other Restricted Payments (the amount so expended, if other than in cash, to be determined in good faith by the Company, whose determination will be conclusive) declared or made subsequent to the Issue Date (other than Restricted Payments excluded pursuant to Section 4.07(b) below) would exceed the sum, without duplication, of:

(i) 50% of the Consolidated Net Income accrued during the period (treated as one accounting period) from the first day of the fiscal quarter commencing June 30, 2019, to the end of the most recent fiscal quarter for which financial statements are available prior to the date of such Restricted Payment (or, in case such Consolidated Net Income is a deficit, minus 100% of such deficit);

(ii) the aggregate Net Cash Proceeds received by the Company from the issue or sale of its Capital Stock (other than Disqualified Stock) subsequent to the Issue Date (other than an issuance or sale to (x) a Restricted Subsidiary of the Company or (y) an employee stock ownership plan or other trust established by the Company or any of its Subsidiaries to the extent such sale to an employee stock ownership plan or other trust is financed by loans from or Guaranteed by the Company or any Restricted Subsidiary, unless such loans have been repaid with cash on or prior to the date of determination);

(iii) the aggregate Fair Market Value of any assets or property received by the Company from the issue or sale of its Capital Stock (other than Disqualified Stock) subsequent to the Issue Date (other than an issuance or sale to (x) a Restricted Subsidiary of the Company or (y) an employee stock ownership plan or other trust established by the Company or any of its Subsidiaries to the extent such sale to an employee stock ownership plan or other trust is financed by loans from or Guaranteed by the Company or any Restricted Subsidiary, unless such loans have been repaid with cash on or prior to the date of determination);

(iv) the amount by which Indebtedness of the Company or its Restricted Subsidiaries issued after the Issue Date is reduced on the Company's consolidated balance sheet upon the conversion or exchange of such Indebtedness for Capital Stock (other than Disqualified Stock) of the Company (less the amount of any cash or the Fair Market Value of other property distributed by the Company or any Restricted Subsidiary upon such conversion or exchange);

(v) with respect to Investments (other than Permitted Investments) made by the Company and its Restricted Subsidiaries after the Issue Date, an amount equal to the net reduction in such Investments in any Person resulting from repayments of loans or advances, or other transfers of assets, in each case to the Company or any Restricted Subsidiary or from the net cash proceeds from the sale of any such Investment (except, in each case, to the extent any such payment or proceeds are included in the calculation of Consolidated Net Income), from dividends or other distributions or payments on such Investments, from the release of any Guarantee (except to the extent any amounts are paid under such Guarantee) or from redesignations of Unrestricted Subsidiaries as Restricted Subsidiaries, not to exceed, in each case, the amount of such Investments previously made by the Company or any Restricted Subsidiary in such Person or Unrestricted Subsidiary after the Issue Date; and

(vi) an amount equal to the restricted payment availability as of the Issue Date under the provisions corresponding to the foregoing in the indenture governing the 2025 Notes (i.e., clauses (i) - (vi) of Section 4.07(a)(4)(C) of said indenture), which approximated $284.9 million as of June 29, 2019.

(b) The provisions of Section 4.07(a) will not prohibit:

(1) any dividend or distribution in respect of, or any purchase, repurchase, redemption, retirement or other acquisition for value of, Capital Stock of the Company or Subordinated Obligations of the Company or any Subsidiary Guarantor made by exchange for, or out of the proceeds of the substantially concurrent sale of, Capital Stock of the Company (other than Disqualified Stock and other than Capital Stock issued or sold to a Restricted Subsidiary of the Company or an employee stock ownership plan or other trust established by the Company or any of its Subsidiaries); *provided*, *however*, that:

(A) such dividend, distribution, purchase, repurchase, redemption, retirement or other acquisition for value will be excluded in the calculation of the amount of Restricted Payments, and

(B) the Net Cash Proceeds or the Fair Market Value of any assets or property received from such sale applied in the manner set forth in this clause (1) will be excluded from the calculation of amounts under Section 4.07(a)(C)(ii) or (C)(iii), as applicable;

(2) any prepayment, repayment, purchase, repurchase, redemption, retirement, defeasance or other acquisition for value of Subordinated Obligations of the Company or any Subsidiary Guarantor made by exchange for, or out of the proceeds of the substantially concurrent sale of, Refinancing Indebtedness; *provided*, *however*, that such prepayment, repayment, purchase, repurchase, redemption, retirement, defeasance or other acquisition for value will be excluded in the calculation of the amount of Restricted Payments;

(3) the payment of any dividend, the making of any distribution or the redemption of any securities within 60 days after the date of declaration thereof or the giving of formal notice by the Company of such redemption if, at such date of declaration or notice, such payment, distribution or redemption would have complied with this covenant; *provided*, *however*, that such payment, distribution or redemption (without duplication) will be included in the calculation of the amount of Restricted Payments;

(4) any purchase, repurchase, redemption, retirement or other acquisition for value of shares of, or options to purchase shares of, Capital Stock of the Company or any of its Subsidiaries from employees, former employees, directors or former directors of the Company or any of its Subsidiaries (or permitted transferees of such employees, former employees, directors or former directors), pursuant to the terms of agreements (including employment agreements) or plans (or amendments thereto) approved by the Board of Directors under which such individuals purchase or sell or are granted the option to purchase or sell, shares of such Capital Stock; *provided*, *however*, that the aggregate amount of such purchases, repurchases, redemptions, retirements and other acquisitions for value will not exceed $25,000,000 in any calendar year, with any unused amounts rolling over to the succeeding calendar year; *provided further*, *however*, that such purchases, repurchases, redemptions, retirements and other acquisitions for value shall be excluded in the calculation of the amount of Restricted Payments;

(5) the Company may acquire Capital Stock or make net share settlements in connection with the cashless exercise of stock options, stock appreciation rights or restricted stock or in connection with the satisfaction of withholding tax obligations; *provided*, *however*, that such repurchases shall be excluded from the calculation of the amount of Restricted Payments;

(6) the declaration and payment of regularly scheduled or accrued dividends to holders of any class or series of Disqualified Stock of the Company or any Restricted Subsidiary of the Company issued on or after the Issue Date in accordance with Section 4.09; provided, however, that such payment shall be excluded from the calculation of the amount of Restricted Payments;

(7) the Company and its Restricted Subsidiaries may purchase, defease or otherwise acquire or retire for value any Subordinated Obligations upon a Change of Control of the Company or an Asset Disposition by the Company or any Restricted Subsidiary, to the extent required by any agreement pursuant to which such Subordinated Obligations were issued, but only if the Company or a third party has previously made the offer to purchase Notes required under Section 4.14 and has repurchased all Notes validly tendered and not withdrawn in connection with such offer to purchase Notes; *provided*, *however*, that such payments shall be included in the calculation of the amount of Restricted Payments;

(8) any payments made in connection with repurchases of common stock in an aggregate amount not to exceed $600,000,000 as described in the offering memorandum related to the Initial Notes; *provided*, *however*, that such payments shall be excluded in the calculation of the amount of Restricted Payments;

(9) the distribution, by dividend or otherwise, of shares of Capital Stock of Unrestricted Subsidiaries;

(10) the Company and its Restricted Subsidiaries may make other Restricted Payments so long as, after giving pro forma effect thereto (including any Incurrence and/or repayment of Indebtedness in connection therewith), the Consolidated Leverage Ratio is less than or equal to 3.00 to 1.00 as of the last day of the most recent fiscal quarter or year; *provided* that such payments shall be excluded from the calculation of the amount of Restricted Payments;

(11) other Restricted Payments in an aggregate amount not to exceed $200,000,000; *provided*, *however*, that such Restricted Payments shall be included in the calculation of the amount of Restricted Payments; and

(12) the declaration and payment of dividends to the holders of common stock of the Company and/or the purchase, repurchase, redemption, defeasance or other acquisition or retirement of Capital Stock of the Company pursuant to a repurchase program approved by the Board of Directors; *provided* that the aggregate amount of cash consideration paid for such dividends, purchases, repurchases, redemptions, defeasances or other acquisitions or retirements shall not exceed $100,000,000 in any fiscal year; *provided, further*, that such payments shall be excluded from the calculation of the amount of Restricted Payments.

(c) The amount of all Restricted Payments (other than cash) shall be the Fair Market Value on the date of the Restricted Payment of the asset(s) or securities proposed to be transferred or issued to or by the Company or such Restricted Subsidiary, as the case may be, pursuant to the Restricted Payment.

Section 4.08. Limitation on Restrictions on Distributions from Restricted Subsidiaries.

The Company will not, and will not permit any Restricted Subsidiary to, create or otherwise cause or permit to exist or become effective any consensual encumbrance or restriction on the ability of any Restricted Subsidiary to:

(1) pay dividends or make any other distributions on its Capital Stock or pay any Indebtedness or other obligations owed to the Company (it being understood that the priority of any Preferred Stock in receiving dividend or liquidating distributions prior to the dividends or liquidating distributions being paid on common stock shall not be deemed a restriction on the ability to make distributions on Capital Stock);

(2) make any loans or advances to the Company (it being understood that the subordination of loans or advances made to the Company to other Indebtedness Incurred by any Restricted Subsidiary shall not be deemed a restriction on the ability to make loans or advances); or

(3) transfer any of its property or assets to the Company (it being understood that such transfers shall not include any type of transfer described in clause (1) or (2) above),

except:

(A) any encumbrance or restriction pursuant to (i) applicable law, rule, regulation or order or (ii) an agreement, including without limitation the Existing Credit Agreement, in effect at or entered into on the Issue Date;

(B) any encumbrance or restriction with respect to a Restricted Subsidiary pursuant to an agreement relating to any Indebtedness Incurred by such Restricted Subsidiary prior to the date on which such Restricted Subsidiary was acquired by the Company or any Restricted Subsidiary (other than Indebtedness Incurred as consideration in, in contemplation of, or to provide all or any portion of the funds or credit support utilized to consummate the transaction or series of related transactions pursuant to which such Restricted Subsidiary became a Restricted Subsidiary or was otherwise acquired by the Company) and outstanding on such date;

(C) any encumbrance or restriction pursuant to an agreement effecting a Refinancing of Indebtedness Incurred pursuant to an agreement referred to in clause (A) or (B) of this Section 4.08 or this clause (C) or contained in any amendment to an agreement referred to in clause (A) or (B) of this Section 4.08 or this clause (C); *provided*, *however*, that the encumbrances and restrictions contained in any such Refinancing agreement or amendment, taken as a whole, are not materially less favorable (as determined in good faith by the Company) to the Holders than the encumbrances and restrictions contained in such predecessor agreements;

(D) in the case of clause (3), any encumbrance or restriction

(i) that restricts in a customary manner the subletting, assignment or transfer of any property or asset that is a lease, license or similar contract;

(ii) contained in security agreements or mortgages securing Indebtedness of a Restricted Subsidiary to the extent such encumbrance or restriction restricts the transfer of the property subject to such security agreements or mortgages; or

(iii) arising or agreed to in the ordinary course of business, not relating to any Indebtedness, and that does not, individually or in the aggregate, detract from the value of property or assets of the Company or any Restricted Subsidiary thereof in any manner material to the Company or any Restricted Subsidiary thereof;

(E) any encumbrance or restriction on cash or other deposits or net worth imposed by customers or lessors or required by insurance, surety or bonding companies, in each case under contracts entered into in the ordinary course of business;

(F) with respect to a Restricted Subsidiary, any encumbrance or restriction imposed pursuant to an agreement entered into for the sale or disposition of all or substantially all of the Capital Stock or assets of such Restricted Subsidiary pending the closing of such sale or disposition;

(G) provisions limiting the disposition or distribution of assets or property or assignment in joint venture agreements, asset sale agreements, leases, intellectual property licenses, sale-leaseback agreements, stock sale agreements and other similar agreements entered into in the ordinary course of business;

(H) any encumbrance or restriction existing under, by reason of or with respect to Indebtedness Incurred by any Restricted Subsidiary permitted to be Incurred under Section 4.09, *provided* that the Board of Directors (as evidenced by a Board Resolution) determines in good faith at the time such Indebtedness is Incurred that such encumbrance or restriction would not impair the ability of the Company to make payments of interest and principal on the Notes when due;

(I) existing under, by reason of or with respect to Indebtedness Incurred by Foreign Subsidiaries permitted to be Incurred under Section 4.09;

(J) any encumbrance or restriction pursuant to any document or instrument governing Indebtedness incurred pursuant to Section 4.09(b)(8); provided that any such restriction contained therein relates only to the asset or assets constructed or acquired in connection therewith;

(K) any Permitted Lien or any document or instrument governing any Permitted Lien; *provided* that any such restriction contained therein relates only to the asset or assets subject to such Permitted Lien;

(L) existing by reason of any contractual obligation that is reasonably determined by the Company not to materially adversely affect the ability of the Company to perform its obligations under this Indenture, the Notes, or the Exchange Notes; or

(M) existing by reason of this Indenture, the Notes, the Exchange Notes or the Note Guarantees.

Section 4.09. Limitations on Indebtedness.

(a) The Company will not, and will not permit any Restricted Subsidiary to, Incur, directly or indirectly, any Indebtedness; *provided*, *however*, that the Company or any Restricted Subsidiary may Incur Indebtedness if on the date of such Incurrence and after giving effect thereto and to the application of the net proceeds therefrom the Consolidated Coverage Ratio would be greater than 2.0 to 1.0.

(b) Notwithstanding Section 4.09(a), the Company and its Restricted Subsidiaries may Incur the following Indebtedness:

(1) Indebtedness under Credit Facilities in an aggregate principal amount not to exceed $1,000,000,000;

(2) Indebtedness of the Company owed to and held by any Restricted Subsidiary or Indebtedness of a Restricted Subsidiary owed to and held by the Company or any other Restricted Subsidiary; *provided*, *however*, that any subsequent issuance or transfer of any Capital Stock or any other event that results in any such Restricted Subsidiary ceasing to be a Restricted Subsidiary or any subsequent transfer of any such Indebtedness (except to the Company or a Restricted Subsidiary) shall be deemed, in each case, to constitute an Incurrence of such Indebtedness by the issuer thereof not permitted by this clause (2);

(3) Indebtedness (A) represented by the Notes (not including any Additional Notes) and the Subsidiary Guarantees (and any Exchange Notes and Guarantees thereof) or (B) outstanding on the Issue Date (other than the Indebtedness described in clause (1) or (2) above) after giving effect to the use of proceeds from the Notes and the other Transactions;

(4) the Incurrence by the Company or any Restricted Subsidiary of Refinancing Indebtedness in exchange for, or the net proceeds of which are used to Refinance, Indebtedness (other than intercompany Indebtedness) that was permitted by this Indenture to be Incurred under Section 4.09(a) or clause (3) (including the Exchange Notes and any Guarantees thereof), (4), (8) or (9) of this Section 4.09(b);

(5) obligations (contingent or otherwise) existing or arising under any Swap Contract, *provided* that such obligations are (or were) entered into by such Person for the purpose of directly mitigating risks associated with liabilities, commitments, investments, assets or property held or reasonably anticipated by such Person, or changes in the value of securities issued by such Person and not for purposes of speculation or taking a "market view";

(6) Indebtedness consisting of Guarantees by the Company or any Restricted Subsidiary of Indebtedness of the Company or any Restricted Subsidiary otherwise permitted under this Section 4.09;

(7) Indebtedness of the Company or any of the Restricted Subsidiaries arising from the honoring by a bank or other financial institution of a check, draft or similar instrument drawn against insufficient funds in the ordinary course of business; *provided*, *however*, that such Indebtedness is extinguished within five Business Days of its Incurrence;

(8) Indebtedness in respect of Capitalized Leases, Synthetic Lease Obligations and purchase money obligations for fixed or capital assets;

(9) Indebtedness of any Person that becomes a Restricted Subsidiary of the Company or related to any asset acquired after the Issue Date pursuant to an acquisition permitted hereunder and any Refinancing Indebtedness thereof; *provided* that, (A) such Indebtedness was not incurred in anticipation of such acquisition, (B) neither the Company nor any Restricted Subsidiary (other than the acquired Restricted Subsidiaries) is an obligor with respect to such Indebtedness and (C) such Indebtedness is either unsecured or secured solely by Liens on assets of the acquired Restricted Subsidiary, or on the acquired assets, and, in each case, proceeds thereof, permitted by, and within the limitations set forth in clause (6) of the definition of "Permitted Liens";

(10) obligations (including in respect of letters of credit, bank guarantees, bankers' acceptances, warehouse receipts or similar instruments issued or created in the ordinary course of business) in respect of bids, tenders, trade contracts, governmental contracts and leases, construction contracts, statutory obligations, surety, stay, customs, bid, and appeal bonds, performance and return of money bonds, performance and completion guarantees, agreements with utilities and other obligations of a like nature (including those to secure health, safety and environmental obligations), in each case in the ordinary course of business and either (i) consistent with past practices, (ii) reasonably necessary for the operation of the business of the Company and its Restricted Subsidiaries as determined by the Company or such Restricted Subsidiary in good faith or (iii) not in connection with the borrowing of money;

(11) Indebtedness arising from agreements of the Company or a Restricted Subsidiary providing for indemnification, adjustment of purchase price, earn-out or similar obligations, or letters of credit, surety bonds or performance bonds securing any obligations of the Company or any of its Restricted Subsidiaries pursuant to such agreements, in each case, Incurred or assumed in connection with the acquisition or disposition of any business or assets of the Company or any business, assets or Capital Stock of a Restricted Subsidiary or any business, assets or Capital Stock of any Person;

(12) Indebtedness to the extent that the net proceeds thereof are promptly deposited to defease or to satisfy and discharge the Notes in each case in accordance with the requirements of this Indenture; and

(13) other Indebtedness in an aggregate principal amount outstanding as of the date of any such incurrence not to exceed the greater of (i) $350,000,000 and (ii) 12% of Consolidated Tangible Assets as of the last day of the most recent fiscal quarter.

(c) Notwithstanding any other provision of this Section 4.09, the maximum amount of Indebtedness that the Company or any Restricted Subsidiary may Incur pursuant to this Section 4.09 shall not be deemed to be exceeded solely as a result of fluctuations in the exchange rates of currencies. For purposes of determining the outstanding amount of any particular Indebtedness Incurred pursuant to this Section 4.09:

(1) Indebtedness Incurred pursuant to the Existing Credit Agreement prior to or on the Issue Date shall be treated as Incurred pursuant to Section 4.09(b)(1),

(2) Indebtedness permitted by this Section 4.09 need not be permitted solely by reference to one provision permitting such Indebtedness but may be permitted in part by one such provision and in part by one or more other provisions of this Section 4.09 permitting such Indebtedness,

(3) in the event that Indebtedness meets the criteria of more than one of the types of Indebtedness described in this Section 4.09, the Company, in its sole discretion, shall classify (and, except as provided in clause (1) of this Section 4.09(c), may later reclassify) such Indebtedness and only be required to include the amount of such Indebtedness in one of such clauses; and

(4) Guarantees of, or obligations in respect of letters of credit relating to, Indebtedness that is otherwise included in the determination of a particular amount of Indebtedness shall not be included in the calculation of such particular amount.

(5) Accrual of interest, accrual of dividends, the accretion of accreted value, the amortization of debt discount, and the payment of interest in the form of additional Indebtedness will not be deemed to be an incurrence of Indebtedness for purposes of this Section 4.09.

The Company will not Incur any Indebtedness if such Indebtedness is subordinate or junior in ranking in any respect to any other Indebtedness unless such Indebtedness is expressly subordinated in right of payment to the Notes. No Subsidiary Guarantor will Incur any Indebtedness if such Indebtedness is subordinate or junior in ranking in any respect to any other Indebtedness of such Subsidiary Guarantor unless such Indebtedness is expressly subordinated in right of payment to the Subsidiary Guarantee of such Subsidiary Guarantor to the same extent. For purposes of the foregoing, no Indebtedness will be deemed to be subordinated in right of payment to any other Indebtedness of the Company or any Subsidiary Guarantor, as applicable, solely by reason of any Liens or Guarantees arising or created in respect of such other Indebtedness of the Company or any Subsidiary Guarantor or by virtue of the fact that the holders of any Secured Indebtedness have entered into intercreditor agreements giving one or more of such holders priority over the other holders in the collateral held by them.

Section 4.10. Limitation on Sales of Assets and Subsidiary Stock.

(a) The Company will not, and will not permit any Restricted Subsidiary to, make any Asset Disposition unless:

(1) the Company or such Restricted Subsidiary receives consideration (including by way of relief from, or by any other Person assuming sole responsibility for, any liabilities, contingent or otherwise) at the time of such Asset Disposition at least equal to the Fair Market Value of the shares and assets subject to such Asset Disposition,

(2) at least 75% of the consideration thereof received by the Company or such Restricted Subsidiary is in the form of cash, assets useful in a Permitted Business or Permitted Securities, or the assumption by the purchaser of liabilities of the Company or any Restricted Subsidiary (other than liabilities that are by their terms subordinated to the Notes) as a result of which the Company and the Restricted Subsidiaries are no longer obligated with respect to those liabilities; *provided* that the amount of any Designated Noncash Consideration received by the Company or any of its Restricted Subsidiaries in such Asset Disposition shall be deemed to be cash for the purposes of this provision (but for no other purpose) so long as such amount, taken together with the Fair Market Value when received of all other Designated Noncash Consideration that is at that time outstanding (*i.e.*, that has not been sold for or otherwise converted into cash or Permitted Securities), does not exceed the greater of (i) $150,000,000 and (ii) 6% of Consolidated Tangible Assets as of the last day of the most recent fiscal quarter; *provided*, *further*, that (A) securities or other assets received by the Company or any Restricted Subsidiary from the transferee that are converted by the Company or such Restricted Subsidiary into cash within 180 days after the closing of such Asset Disposition shall be considered to be cash to the extent of the cash received in that conversion; and (B) any cash consideration paid to the Company or the Restricted Subsidiary in connection with the Asset Disposition that is held in escrow or on deposit to support indemnification, adjustment of purchase price or similar obligations in respect of such Asset Disposition shall be considered to be cash, and

(3) an amount equal to 100% of the Net Available Cash from such Asset Disposition is applied by the Company (or such Restricted Subsidiary, as the case may be) within 365 days after the later of the date of such Asset Disposition and the receipt of such Net Available Cash:

(A) to prepay, repay, purchase, repurchase, redeem, retire, defease or otherwise acquire for value Secured Indebtedness of the Company or a Subsidiary Guarantor (other than any Disqualified Stock or Subordinated Obligations) or Indebtedness of a Restricted Subsidiary that is not a Subsidiary Guarantor, in each case other than Indebtedness owed to the Company or an Affiliate of the Company;

(B) to reinvest in Additional Assets (including by means of an Investment in Additional Assets by a Restricted Subsidiary with Net Available Cash received by the Company or another Restricted Subsidiary); *provided*, that a binding commitment to apply Net Available Cash in accordance with this clause (B) shall be treated as an application of such Net Available Cash from the date of such commitment if (i) such reinvestment is consummated within 180 days at the end of such 365 day period referred to in this clause (3) and (ii) if such reinvestment is not consummated within the period set forth in subclause (i) or such binding commitment is terminated, the Net Available Cash shall constitute available Net Available Cash; or

(C) (i) to redeem the Notes or make open market purchases thereof at a price not less than 100% of the principal amount thereof or (ii) to make an Asset Disposition Offer to purchase Notes pursuant to and subject to the conditions set forth in Section 4.10(b); *provided*, *however*, that if the Company elects (or is required by the terms of any Pari Passu Indebtedness), such Asset Disposition Offer may be made ratably (determined based upon the respective principal amounts of the Notes and such Pari Passu Indebtedness being purchased or repaid) to purchase the Notes and to purchase or otherwise repay such Pari Passu Indebtedness;

provided that pending final application of any such Net Available Cash in accordance with clause (3)(A), (B) or (C) above, the Company and the Restricted Subsidiaries may temporarily reduce revolving Indebtedness outstanding under the Existing Credit Agreement or otherwise invest such Net Available Cash in any manner not prohibited by this Indenture.

To the extent of the balance of such Net Available Cash after application in accordance with clauses (A), (B) and (C) above, the Company or such Restricted Subsidiary, as the case may be, may use such balance for any general corporate purpose not prohibited by the terms of this Indenture. In connection with any prepayment, repayment, purchase, repurchase, redemption, retirement, defeasance or other acquisition for value of Indebtedness pursuant to clause (A) or (C) above, the Company or such Restricted Subsidiary, as the case may be, will retire such Indebtedness and will cause the related loan commitment (if any) to be permanently reduced in an amount equal to the principal amount so prepaid, repaid, purchased, repurchased, redeemed, retired, defeased or otherwise acquired for value.

Notwithstanding the foregoing provisions of this Section 4.10, the Company and the Restricted Subsidiaries will not be required to apply any Net Available Cash in accordance with this covenant except to the extent that the aggregate Net Available Cash from all Asset Dispositions that is not applied in accordance with this covenant exceeds $100,000,000.

(b) In the event of an Asset Disposition that requires the purchase of Notes pursuant to Section 4.10(a)(3)(C), the Company will be required

(i) to purchase Notes tendered pursuant to an offer by the Company for the Notes (the "Asset Disposition Offer") at a purchase price of 100% of their principal amount plus accrued and unpaid interest thereon to the date of purchase (subject to the right of Holders of record on the relevant date to receive interest due on the relevant Interest Payment Date) in accordance with the procedures, including prorating in the event of oversubscription, set forth in this Indenture, and

(ii) to purchase or otherwise repay Pari Passu Indebtedness of the Company on the terms and to the extent contemplated thereby at the purchase price set forth in the relevant documentation (including accrued and unpaid interest to the date of acquisition, the "purchase price"), *provided* that to the extent the purchase price of any such Pari Passu Indebtedness exceeds 100% of the principal amount thereof, plus accrued and unpaid interest thereon to the date of acquisition, the Company shall not use any Net Available Cash to pay such purchase price, except as permitted by the next sentence. If the aggregate purchase price of Notes and Pari Passu Indebtedness tendered pursuant to the Asset Disposition Offer is less than the Net Available Cash allotted to the purchase of the Notes and Pari Passu Indebtedness, the Company will apply the remaining Net Available Cash for any general corporate purpose not prohibited by the terms of this Indenture. The Company will not be required to make an Asset Disposition Offer for Notes and Pari Passu Indebtedness pursuant to this Section 4.10 if the Net Available Cash available therefor (after application of the proceeds as provided in Section 4.10(a)(3)(A) and (B)) is less than $100,000,000 for any particular Asset Disposition (which lesser amount will be carried forward for purposes of determining whether an Asset Disposition Offer is required with respect to the Net Available Cash from any subsequent Asset Disposition). Upon consummation of any Asset Disposition Offer, the Net Available Cash in respect of any Asset Disposition(s) shall be reduced to zero.

(c) (i) Promptly, and in any event within 20 days after the Company becomes obligated to make an Asset Disposition Offer, the Company shall be obligated to deliver to the Trustee and send or, at the request of the Company have the Trustee send (such notice to be provided to the Trustee at least five Business Days before the Trustee is requested to send such notice unless a shorter period shall be satisfactory to the Trustee), in the name and on behalf of the Company, by first-class mail to each Holder, or in the case of Global Notes, send in accordance with the Applicable Procedures of the Depositary, a written notice stating that the Holder may elect to have its Notes purchased by the Company either in whole or in part (subject to prorating as hereinafter described in the event the Asset Disposition Offer is oversubscribed) in minimum denominations of $2,000 of principal amount or any greater integral multiple of $1,000 thereof, at the applicable purchase price. The notice shall specify a purchase date not less than 30 days nor more than 60 days after the date of such notice (the "Purchase Date") and shall contain such information concerning the business of the Company which the Company in good faith believes will enable such Holders to make an informed decision (which at a minimum shall include (1) the most recently filed Annual Report on Form 10-K (including audited consolidated financial statements) of the Company, the most recent subsequently filed Quarterly Report on Form 10-Q and any Current Report on Form 8-K of the Company filed subsequent to such Quarterly Report, other than Current Reports describing Asset Dispositions otherwise described in the offering materials (or corresponding successor reports); *provided* that in lieu of providing the reports specified in this subclause (1), the Company may, at its option, notify the holders that such reports are available to them in electronic format through the SEC's EDGAR system, (2) a description of material developments in the Company's business subsequent to the date of the latest of such reports, and (3) if material, appropriate pro forma financial information) and all instructions and materials necessary to tender Notes pursuant to the Asset Disposition Offer, together with the address referred to in clause (iii).

(ii) Not later than the date upon which written notice of an Asset Disposition Offer is delivered to the Trustee as provided above, the Company shall deliver to the Trustee an Officers' Certificate as to (1) the amount of the Asset Disposition Offer (the "Asset Disposition Offer Amount"), (2) the allocation of the Net Available Cash from the Asset Dispositions pursuant to which such Asset Disposition Offer is being made and (3) the compliance of such allocation with the provisions of Section 4.10(a) and (b). On the Business Day immediately preceding the Purchase Date, the Company shall irrevocably deposit with the Trustee or with a paying agent (or, if the Company is acting as its own paying agent, segregate and hold in trust) an amount equal to the Asset Disposition Offer Amount to be invested, at the Company's written directions, in Cash Equivalents and to be held for payment in accordance with the provisions of this Section. Upon the expiration of the period for which the Asset Disposition Offer remains open (the "Asset Disposition Offer Period"), the Company shall deliver to the Trustee for cancellation the Notes or portions thereof that have been properly tendered to and are to be accepted by the Company. The Trustee (or the Paying Agent, if not the Trustee) shall, on the Purchase Date, mail or deliver payment to each tendering Holder in the amount of the purchase price for such Holder's tendered Notes. In the event that the Asset Disposition Offer Amount delivered by the Company to the Trustee is greater than the purchase price of the Notes tendered, the Trustee shall deliver the excess to the Company promptly after the expiration of the Asset Disposition Offer Period for application in accordance with this Section 4.10.

(iii) Holders electing to have a Note purchased shall be required to surrender the Note, with an appropriate form duly completed, to the Company at the address specified in the notice at least three Business Days prior to the Purchase Date. Holders shall be entitled to withdraw their election if the Company receives not later than one Business Day prior to the Purchase Date, a facsimile transmission or letter setting forth the name of the Holder, the principal amount of the Note which was delivered by the Holder for purchase and a statement that such Holder is withdrawing its election to have such Note purchased. If at the expiration of the Asset Disposition Offer Period the aggregate principal amount of Notes surrendered by holders thereof plus the purchase price of other Pari Passu Indebtedness of the Company or the Subsidiary Guarantors being purchased or otherwise repaid exceeds the amount of Net Available Cash, the Company shall select the Notes and other Pari Passu Indebtedness to be purchased on a pro rata basis (with such adjustments as may be deemed appropriate by the Company so that only Notes and other Pari Passu Indebtedness in minimum denominations of $2,000, or integral multiples of $1,000 in excess thereof, shall be purchased). Holders whose Notes are purchased only in part will be issued new Notes equal in principal amount to the unpurchased portion of the Notes surrendered.

(iv) At the time the Company delivers Notes to the Trustee that are to be accepted for purchase, the Company shall also deliver an Officers' Certificate stating that such Notes are to be accepted by the Company pursuant to and in accordance with the terms of this Section. A Note shall be deemed to have been accepted for purchase at the time the Trustee, directly or through an agent, mails or delivers payment therefor to the surrendering Holder.

(v) The Company shall comply, to the extent applicable, with the requirements of Section 14(e) of the Exchange Act and any other securities laws or regulations in connection with the repurchase of Notes pursuant to this Section 4.10. To the extent that the provisions of any securities laws or regulations conflict with provisions of this Section 4.10, the Company will comply with the applicable securities laws and regulations and will not be deemed to have breached its obligations under this Section 4.10 by virtue thereof.

Section 4.11. Limitation on Transactions with Affiliates.

(a) The Company will not, and will not permit any Restricted Subsidiary to, directly or indirectly, enter into or conduct any transaction or series of related transactions (including the purchase, sale, lease or exchange of any property or the rendering of any service) involving payments in excess of $25,000,000 with any Affiliate of the Company (an "Affiliate Transaction") unless such transaction is on terms:

(1) that are no less favorable to the Company or such Restricted Subsidiary, as the case may be, than those that could be obtained at the time of such transaction in arm's length dealings with a Person who is not such an Affiliate,

(2) that, in the event such Affiliate Transaction involves an aggregate amount in excess of $50,000,000,

(A) are set forth in writing, and

(B) have been approved by a majority of the members of the Board of Directors having no personal stake in such Affiliate Transaction.

(b) The provisions of Section 4.11(a) will not prohibit:

(1) any Permitted Investment,

(2) any Restricted Payment permitted to be paid or made pursuant to Section 4.07,

(3) any issuance of shares of Capital Stock of the Company,

(4) any agreement between any Person and an Affiliate of such Person existing at the time such Person is acquired by or merged or consolidated with or into the Company or a Restricted Subsidiary, as such agreement may be amended, modified, supplemented, extended or renewed from time to time; *provided* that such agreement was not entered into in contemplation of such acquisition, merger or consolidation, and so long as any such amendment, modification, supplement, extension or renewal, when taken as a whole, is not materially more disadvantageous to the Holders, in the reasonable determination of an Officer of the Company, than the applicable agreement as in effect on the date of such acquisition, merger or consolidation,

(5) any employment arrangements, employee benefit plans or arrangements (including pension plans, health and life insurance plans, retiree medical plans, deferred compensation plans, indemnification agreements, stock options and restricted stock awards and stock ownership plans) or related trust agreements or similar arrangements, in each case, approved by the Board of Directors and any grant or issuance of securities, or other payments, awards or grants in cash, securities or otherwise pursuant to, or the funding of, any of the foregoing,

(6) (i) reimbursement of officer, director and employee travel and lodging costs and other business expenses incurred in the ordinary course of business and (ii) loans and advances to officers, directors and employees of the Company and Restricted Subsidiaries for travel, entertainment, relocation and analogous ordinary business purposes,

(7) the payment of fees and other compensation to, and customary indemnities provided to, officers, employees and directors of the Company or its Subsidiaries,

(8) any transaction between the Company and a Restricted Subsidiary or between Restricted Subsidiaries,

(9) the provision by Persons who may be deemed Affiliates of the Company of investment advisory services to the Company or its Restricted Subsidiaries with respect to the Company's or its Restricted Subsidiaries' employee benefit plans,

(10) transactions pursuant to any contract, agreement or instrument in effect on the Issue Date, as amended, modified or replaced from time to time, so long as the amended, modified or new agreements, taken as a whole, are no less favorable to the Company and the Restricted Subsidiaries than those in effect on the Issue Date, or

(11) transactions with customers, clients, suppliers or purchasers or sellers of goods or services in the ordinary course of business of the Company and its Restricted Subsidiaries and otherwise in compliance with the terms of this Indenture.

Section 4.12. Limitation on Liens.

The Company will not, and will not permit any Restricted Subsidiary to, directly or indirectly, create, incur, assume or suffer to exist any Lien securing Indebtedness on any property or asset now owned or hereafter acquired by the Company or such Restricted Subsidiary, except Permitted Liens, without making effective provision whereby any and all Notes and Subsidiary Guarantees then or thereafter outstanding will be secured by a Lien equally and ratably with or prior to any and all Indebtedness thereby secured for so long as any such Indebtedness shall be so secured.

Any Lien created for the benefit of Holders pursuant to the preceding paragraph may provide by its terms that any such Lien shall be automatically and unconditionally released and discharged upon the release and discharge of the Lien securing such other Indebtedness.

Section 4.13. [Intentionally Omitted]

Section 4.14. Change of Control Triggering Event.

(a) Upon the occurrence of a Change of Control Triggering Event, each Holder will have the right to require the Company to purchase all or any part of such Holder's Notes at a purchase price in cash equal to 101% of the principal amount thereof *plus* accrued and unpaid interest to the date of purchase, subject to the right of Holders of Notes of record on the relevant record date to receive interest due on the relevant Interest Payment Date; *provided*, *however*, that notwithstanding the occurrence of a Change of Control Triggering Event, the Company shall not be obligated to purchase the Notes pursuant to this section in the event that it has exercised its right to redeem all the Notes under Section 3.07.

(b) Within 45 days following any Change of Control Triggering Event, the Company shall mail, or cause to be mailed, or, in the case of Global Notes, send in accordance with the applicable procedures of the Depositary, a notice to each Holder with a copy to the Trustee (the "Change of Control Offer") stating:

(1) that a Change of Control Triggering Event has occurred and that such Holder has the right to require the Company to purchase all or a portion of such Holder's Notes at a purchase price in cash equal to 101% of the principal amount thereof plus accrued and unpaid interest to the Change of Control Purchase Date (subject to the right of Holders of record on the relevant record date to receive interest on the relevant Interest Payment Date);

(2) the purchase date (the "Change of Control Purchase Date"), which shall be no earlier than 30 days nor later than 60 days from the date such notice is sent; and

(3) the instructions determined by the Company, consistent with this covenant, that a Holder must follow in order to have its Notes purchased.

(c) Holders electing to have a Note purchased shall be required to surrender the Note, with an appropriate form duly completed, to the Company at the address specified in the notice at least three Business Days prior to the Change of Control Purchase Date. Holders shall be entitled to withdraw their election if the Company receives not later than one Business Day prior to the Change of Control Purchase Date a facsimile transmission or letter setting forth the name of the Holder, the principal amount of the Note which was delivered for purchase by the Holder and a statement that such Holder is withdrawing his election to have such Note purchased. Holders whose Notes are purchased only in part shall be issued new Notes equal in principal amount to the unpurchased portion of the Notes surrendered.

(d) On the Change of Control Purchase Date, all Notes purchased by the Company under this Section 4.14 shall be delivered to the Trustee for cancellation, and the Company shall pay the purchase price plus accrued and unpaid interest to the Holders entitled thereto.

(e) Notwithstanding the foregoing provisions of this Section 4.14, the Company shall not be required to make a Change of Control Offer upon a Change of Control Triggering Event if a third party makes the Change of Control Offer in the manner, at the times and otherwise in compliance with the requirements set forth in this Section 4.14 applicable to a Change of Control Offer made by the Company and purchases all Notes validly tendered and not withdrawn under such Change of Control Offer. Notwithstanding anything to the contrary contained herein, a Change of Control Offer may be made in advance of a Change of Control Triggering Event, with the obligation to pay and the timing of payment conditioned upon the consummation of the Change of Control Triggering Event, if a definitive agreement to effect a Change of Control is in place at the time of the Change of Control Offer.

(f) At the time the Company delivers Notes to the Trustee which are to be accepted for purchase, the Company shall also deliver an Officers' Certificate stating that such Notes are to be accepted by the Company pursuant to and in accordance with the terms of this Section 4.14. A Note shall be deemed to have been accepted for purchase at the time the Trustee, directly or through an agent, mails or delivers payment therefor to the surrendering Holder.

(g) Prior to any Change of Control Offer, the Company shall deliver to the Trustee an Officers' Certificate stating that all conditions precedent contained herein to the right of the Company to make such offer have been complied with.

(h) If Holders of not less than 90% in aggregate principal amount of the outstanding Notes validly tender and do not withdraw such Notes in a Change of Control Offer and the Company, or any third party making a Change of Control Offer in lieu of the Company as described above, purchases all of the Notes validly tendered and not withdrawn by such Holders, the Company or such third party will have the right, upon not less than 10 nor more than 60 days' prior notice, given not more than 30 days following such purchase pursuant to such Change of Control Offer, to redeem all Notes that remain outstanding following such purchase at a price in cash equal to 101.0% of the principal amount thereof *plus* accrued and unpaid interest to but excluding the date of such redemption.

(i) The Company will comply, to the extent applicable, with the requirements of Section 14(e) of the Exchange Act and any other securities laws or regulations in connection with the repurchase of Notes pursuant to this Section 4.14. To the extent that the provisions of any securities laws or regulations conflict with provisions of this Section 4.14, the Company will comply with the applicable securities laws and regulations and will not be deemed to have breached its obligations under this Section 4.14 by virtue thereof.

Section 4.15. Corporate Existence.

Subject to Article 5 hereof, the Company shall do or cause to be done all things necessary to preserve and keep in full force and effect:

(A) its corporate existence, and the corporate, partnership or other existence of each of its Restricted Subsidiaries, in accordance with the respective organizational documents (as the same may be amended, restated or otherwise modified from time to time) of the Company or any such Restricted Subsidiary, except, with respect to any Restricted Subsidiary, to the extent that the failure to do so is not adverse in any material respect to the Holders of the Notes; and

(B) the rights (charter and statutory), licenses and franchises of the Company and its Subsidiaries; *provided*, *however*, that the Company shall not be required to preserve any such right, license or franchise, or the corporate, partnership or other existence of any of its Restricted Subsidiaries, to the extent that failure to do so is not adverse in any material respect to the Holders of the Notes.

Section 4.16. [Intentionally Omitted]

Section 4.17. [Intentionally Omitted]

Section 4.18. Future Subsidiary Guarantors. If, on or after the Issue Date:

(1) the Company or any of its Domestic Restricted Subsidiaries acquires or creates another Domestic Restricted Subsidiary that incurs any Indebtedness under a Material Credit Facility or Guarantees any such Indebtedness of the Company or any of its Domestic Restricted Subsidiaries; or

(2) any Domestic Restricted Subsidiary of the Company incurs Indebtedness under a Material Credit Facility or guarantees any such Indebtedness of the Company or any of its Domestic Restricted Subsidiaries and that Domestic Restricted Subsidiary was not a Subsidiary Guarantor immediately prior to such incurrence or guarantee (an "Additional Obligor"),

then that newly acquired or created Domestic Restricted Subsidiary or Additional Obligor, as the case may be, will become a Subsidiary Guarantor and provide a Subsidiary Guarantee in respect of the Notes and execute a supplemental indenture in the form set forth in Exhibit D pursuant to which such Domestic Restricted Subsidiary will Guarantee payment of the Notes and deliver an opinion of counsel satisfactory to the Trustee within 30 days after the date on which it incurred any Indebtedness under a Material Credit Facility or guarantees any such Indebtedness of the Company or any of its Domestic Restricted Subsidiary, as the case may be. Each Subsidiary Guarantee will be limited to an amount not to exceed the maximum amount that can be Guaranteed by that Subsidiary Guarantor, without rendering the Subsidiary Guarantee, as it relates to such Subsidiary Guarantor, voidable under applicable law relating to fraudulent conveyance or fraudulent transfer or similar laws affecting the rights of creditors generally.

Section 4.19. Suspension of Covenants.

(a) If on any date (the "Suspension Date") following the Issue Date:

(1) the Notes have Investment Grade Ratings from both Rating Agencies; and

(2) no Default or Event of Default shall have occurred and be continuing (the occurrence of the events described in the foregoing clause (1) and this clause (2) being collectively referred to as a "Covenant Suspension Event"),

then, beginning on that day and subject to the provisions of the following paragraph, the covenants in Sections 4.07, 4.08, 4.09, 4.10, 4.11 and 5.01(a)(3) will be suspended (such suspended covenants, collectively, the "Suspended Covenants").

(b) Upon the occurrence of a Covenant Suspension Event, the amount of Net Available Cash that has not been applied as provided under Section 4.10 shall be set at zero and shall remain at zero during the Suspension Period (as defined below). During the period of time commencing on and after the Suspension Date and ending prior to the Reversion Date (as defined below) (such period, the "Suspension Period"), neither the Company's Board of Directors nor any Officer may designate any of the Company's Subsidiaries as Unrestricted Subsidiaries pursuant to the definition of "Unrestricted Subsidiary."

(c) Notwithstanding the foregoing, if on any date (the "Reversion Date") subsequent to any Suspension Date, one or both of the Rating Agencies withdraw their Investment Grade Rating or downgrade the rating assigned to the Notes to below an Investment Grade Rating, the Suspended Covenants will be reinstituted as of and from the Reversion Date. On the Reversion Date, all Indebtedness Incurred during the Suspension Period will be classified as having been outstanding on the Issue Date, so that it is classified as permitted under Section 4.09(b)(3)(B). Calculations made after the Reversion Date of the amount available to be made as Restricted Payments under the reinstated Section 4.07 will be made as if Section 4.07 had been in effect since the date of this Indenture. Accordingly, Restricted Payments made during the Suspension Period will reduce the amount available to be made as Restricted Payments under Section 4.07(a). In addition, for purposes of the reinstated Section 4.11, all agreements and arrangements entered into by the Company or any Restricted Subsidiary with an Affiliate of the Company during the Suspension Period will be deemed to have been existing as of the Issue Date. Also, any encumbrance or restriction of the type referred to in Section 4.08 incurred during the Suspension Period will be deemed to have been in effect on the Issue Date. Notwithstanding the reinstatement of the Suspended Covenants, no Default or Event of Default will be deemed to have occurred solely as a result of a failure to comply with the Suspended Covenants during the Suspension Period (or upon termination of the Suspension Period or thereafter based solely on events that occurred during the Suspension Period).

(d) The Company shall give the Trustee written notice of any Covenant Suspension Event and in any event not later than twenty (20) Business Days after such Covenant Suspension Event has occurred. In the absence of such notice, the Trustee shall assume the Suspended Covenants apply and are in full force and effect. The Company shall give the Trustee written notice of any occurrence of a Reversion Date not later than twenty (20) Business Days after such Reversion Date. After any such notice of the occurrence of a Reversion Date, the Trustee shall assume the Suspended Covenants apply and are in full force and effect.

Section 4.20. Additional Interest Notice.

In the event that the Company is required to pay Additional Interest to Holders of Notes pursuant to a Registration Rights Agreement, the Company will provide written notice (an "Additional Interest Notice") to the Trustee of its obligation to pay Additional Interest no later than 15 days prior to the proposed payment date for any Additional Interest, and the Additional Interest Notice shall set forth the amount of Additional Interest to be paid by the Company on such payment date. The Trustee shall not at any time be under any duty or responsibility to any holder of Notes to determine any amount of Additional Interest, or with respect to the nature, extent, or calculation of the amount of Additional Interest owed, or with respect to the method employed in such calculation of any amount of Additional Interest.

ARTICLE FIVE
SUCCESSORS

Section 5.01. Merger and Consolidation.

(a) The Company will not consolidate with or merge with or into, or convey, transfer or lease all or substantially all of its assets and its Subsidiaries' assets (taken as a whole) to, any Person (or another Restricted Subsidiary), unless:

(1) the resulting, surviving or transferee Person (the "Successor Company") will be a corporation, limited partnership or limited liability company organized and existing under the laws of the United States of America, any State thereof or the District of Columbia, and the Successor Company (if not the Company) will expressly assume, by a supplemental indenture, executed and delivered to the Trustee, in form reasonably satisfactory to the Trustee, all the obligations of the Company under the Notes, this Indenture and the Registration Rights Agreement; *provided* that in the case where the Successor Company is not a corporation, a co-obligor on the Notes is a corporation;

(2) immediately after giving effect to such transaction (and treating any Indebtedness that becomes an obligation of the Successor Company or any Restricted Subsidiary as a result of such transaction as having been Incurred by the Successor Company or such Restricted Subsidiary at the time of such transaction), no Default shall have occurred and be continuing;

(3) immediately after giving effect to such transaction, the Successor Company would have a Consolidated Coverage Ratio equal to or greater than the Consolidated Coverage Ratio of the Company immediately prior to such transaction or would be able to Incur an additional $1.00 of Indebtedness under Section 4.09(a) provided that this clause (3) will not be applicable to any merger with a Subsidiary solely for the purpose and with the sole effect of reincorporating the Company in another jurisdiction; and

(4) the Company shall have delivered to the Trustee an Officers' Certificate and an Opinion of Counsel, each stating that such consolidation, merger or transfer and such supplemental indenture (if any) complies with this Indenture and, in the case of the Opinion of Counsel, that such supplemental indenture (if any) is the valid, binding obligation of the Successor Company, enforceable against the Successor Company in accordance with its terms.

The Successor Company will succeed to, and be substituted for, and may exercise every right and power of, the Company under the Notes, this Indenture and the Registration Rights Agreement, and the predecessor Company (except in the case of a lease of all or substantially all its assets) will be released from the obligation to pay the principal of and interest on the Notes.

(b) In addition, the Company will not permit any Subsidiary Guarantor to consolidate with or merge with or into, or convey, transfer or lease all or substantially all of its assets to any Person unless:

(1) immediately after giving effect to such transaction (and, in the case of Section 5.01(b)(2) below, treating any Indebtedness that becomes an obligation of the Successor Guarantor or any Restricted Subsidiary as a result of such transaction as having been Incurred by the Successor Guarantor or such Restricted Subsidiary at the time of such transaction), no Default shall have occurred and be continuing;

(2) either:

(x) the resulting, surviving or transferee Person (the "Successor Guarantor") will be a corporation, limited partnership or limited liability company organized and existing under the laws of the United States of America, any State thereof or the District of Columbia, and, other than in the case of a transaction as part of which the Subsidiary Guarantee is being released as otherwise permitted by this Indenture, such Person (if not such Subsidiary Guarantor) will expressly assume, by a supplemental indenture, executed and delivered to the Trustee, in form reasonably satisfactory to the Trustee, all the obligations of such Subsidiary Guarantor under its Subsidiary Guarantee; or

(y) such consolidation, merger, conveyance or transfer complies with the provisions set forth under Section 4.10; and

(3) the Company shall have delivered to the Trustee an Officers' Certificate and an Opinion of Counsel stating that such consolidation, merger or transfer and such supplemental indenture (if any) comply with this Indenture.

In the case of Section 5.01(b)(2) above, the Successor Guarantor will succeed to, and be substituted for, and may exercise every right and power of, such Subsidiary Guarantor under the Notes, this Indenture and the Registration Rights Agreement, and the predecessor Subsidiary Guarantor (except in the case of a lease of all or substantially all its assets) will be released from the obligation to pay the principal of and interest on the Notes.

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

Section 5.02. Successor Corporation Substituted.

In case of any such consolidation, merger, sale, lease or conveyance, and following such an assumption by the Successor Company, such Successor Company shall succeed to and be substituted for the Company, with the same effect as if it had been named herein. Such Successor Company may cause to be signed, and may issue either in its own name or in the name of the Company prior to such succession, any or all of the Notes issuable hereunder that shall not have been signed by the Company and delivered to the Trustee; and, upon the order of such Successor Company instead of the Company and subject to all the terms, conditions and limitations in this Indenture, the Trustee shall authenticate and shall make available for delivery any Notes that shall have been signed and delivered by the officers of the Company to the Trustee for authentication, and any Notes which such Successor Company thereafter shall cause to be signed and delivered to the Trustee for that purpose. All of the Notes so issued shall in all respects have the same legal rank and benefit under this Indenture as the Notes theretofore or thereafter issued in accordance with the terms of this Indenture as though all of such Notes had been issued at the date of the execution hereof.

In case of any such consolidation, merger, sale, lease or conveyance such changes in phraseology and form (but not in substance) may be made in the Notes thereafter to be issued as may be appropriate.

In the event of any such sale or conveyance (except in the case of a lease of all or substantially all of the assets of the Company) the Company shall be discharged from all obligations and covenants under this Indenture and the Notes and may be liquidated and dissolved.

ARTICLE SIX
DEFAULTS AND REMEDIES

Section 6.01. Events of Default.

(a) Each of the following is an "Event of Default"

(1) a default in any payment of interest on any Note when due and payable continued for 30 days;

(2) a default in the payment of principal of any Note when due and payable at its Stated Maturity, upon required redemption or repurchase, upon acceleration or otherwise;

(3) the failure by the Company or any Subsidiary Guarantor to comply with its obligations under Section 5.01;

(4) the failure by the Company or any Restricted Subsidiary to comply for 60 days after receipt of the written notice referred to in Section 6.01(b) with its other agreements contained in the Notes or this Indenture;

(5) the failure by the Company or any Restricted Subsidiary that is a Significant Subsidiary to pay any Indebtedness within any applicable grace period after final maturity or the acceleration of any such Indebtedness by the holders thereof because of a default if the total amount of such Indebtedness unpaid or accelerated exceeds $100,000,000 (or its foreign currency equivalent) and such failure continues for 10 days after receipt of the written notice referred to in Section 6.01(b);

(6) (A) the Company or any Restricted Subsidiary that is a Significant Subsidiary pursuant to or within the meaning of any Bankruptcy Law: (i) commences a voluntary case; (ii) consents to the entry of an order for relief against it in an involuntary case; (iii) consents to the appointment of a custodian of it or for any substantial part of its property; (iv) makes a general assignment for the benefit of its creditors; or (v) takes any comparable action under any foreign laws relating to insolvency; or (B) a court of competent jurisdiction enters an order or decree under any Bankruptcy Law that: (i) is for relief against the Company or any Significant Subsidiary in an involuntary case; (ii) appoints a custodian of the Company or any Significant Subsidiary or for any substantial part of its property; (iii) orders the winding up or liquidation of the Company or any Significant Subsidiary; or (iv) any similar relief is granted under any foreign laws with respect to the Company or any Significant Subsidiary and the order or decree remains unstayed and in effect for 60 days;

(7) the rendering of any judgment or decree for the payment of money in excess of $100,000,000 or its foreign currency equivalent (in excess of the amount for which liability for payment is covered by insurance or bonded) against the Company or a Restricted Subsidiary that is a Significant Subsidiary if:

(A) an enforcement proceeding thereon is commenced by any creditor and such enforcement is not stayed promptly after commencement, or

(B) such judgment or decree remains outstanding for a period of 60 calendar days following such judgment and is not paid, discharged, waived or stayed; or

(8) any Subsidiary Guarantee of a Significant Subsidiary Guarantor as of and for the twelve months ended on the end of the most recent fiscal quarter for which financial statements are publicly available ceases to be in full force and effect (except as contemplated by the terms thereof) or any such Significant Subsidiary Guarantor or Person acting by or on behalf of any such Significant Subsidiary Guarantor denies or disaffirms such Significant Subsidiary Guarantor's obligations under this Indenture or any Subsidiary Guarantee and such Default continues for 10 days after receipt of the notice specified in Section 6.01(b).

(b) A Default under Section 6.01(a)(4) or (5) above will not constitute an Event of Default until the Trustee notifies the Company or the Holders of at least 25% in principal amount of the Notes then outstanding notify the Company and the Trustee of the Default and the Company or the Subsidiary Guarantor, as applicable, does not cure such Default within the time specified in Section 6.01(a)(4) or (5) above after receipt of such notice. The notice must specify the Default, demand that it be remedied and state that the notice is a "Notice of Default."

The Trustee shall not be charged with knowledge of any Default or Event of Default with respect to the Notes unless a written notice of such Default or Event of Default shall have been given to a Responsible Officer by the Company or any Holder of Notes.

Section 6.02. Acceleration.

If an Event of Default (other than an Event of Default relating to Section 6.01(a)(6) as it relates to the Company) occurs and is continuing, the Trustee or the Holders of at least 25% in principal amount of the outstanding Notes by notice to the Company and the Trustee (if given by the Holders) may declare the principal of and accrued but unpaid interest on all the Notes to be due and payable. Upon such a declaration, such principal and interest will be due and payable immediately. If an Event of Default occurs under Section 6.01(a)(6) as it relates to the Company, the principal of and interest on all the Notes will become immediately due and payable without any declaration or other act on the part of the Trustee or any Holders.

The Holders of a majority in principal amount of the Notes by notice to the Trustee may rescind an acceleration with respect to the Notes and its consequences if the rescission would not conflict with any judgment or decree and if all existing Events of Default have been cured or waived except nonpayment of principal or interest that has become due solely because of acceleration. No such rescission shall affect any subsequent Default or impair any right consequent thereto.

Section 6.03. Other Remedies.

If an Event of Default occurs and is continuing, the Trustee may pursue any available remedy to collect the payment of principal, premium and interest, if any, on the Notes or to enforce the performance of any provision of the Notes or this Indenture.

The Trustee may maintain a proceeding even if it does not possess any of the Notes or does not produce any of them in the proceeding. A delay or omission by the Trustee or any Holder of a Note in exercising any right or remedy accruing upon an Event of Default shall not impair the right or remedy or constitute a waiver of or acquiescence in the Event of Default. All remedies are cumulative to the extent permitted by law.

Section 6.04. Waiver of Past Defaults.

The Holders of a majority in aggregate principal amount of the Notes at the time outstanding, on behalf of the Holders of all the Notes, may waive any past Default hereunder or its consequences, except a Default in the payment of the principal of or interest on any of the Notes.

Upon any such waiver, such Default shall cease to exist and be deemed to have been cured and not to have occurred, and any Event of Default arising therefrom shall be deemed to have been cured and not to have occurred for every purpose of this Indenture; but no such waiver shall extend to any subsequent or other Default or Event of Default or impair any right consequent thereon.

Section 6.05. Control by Majority.

The Holders of a majority in aggregate principal amount of the Notes affected and then outstanding shall have the right to direct the time, method, and place of conducting any proceeding for any remedy available to the Trustee or exercising any trust or power conferred by this Indenture on the Trustee. The Trustee shall have the right to decline to follow any such direction if (i) such direction shall conflict with law or the provisions of this Indenture or any indenture supplemental hereto, (ii) the Trustee shall determine that the action or proceedings so directed would involve the Trustee in personal liability or (iii) the Trustee in good faith shall so determine that the actions or forbearances specified in or pursuant to such direction would be unduly prejudicial to the interests of Holders of the Notes so affected not joining in the giving of said direction, it being understood that the Trustee shall have no duty to ascertain whether or not such actions or forbearances are unduly prejudicial to such Holders.

Section 6.06. Limitation on Suits.

No Holder of any Notes shall have any right, by virtue or by availing of any provision of this Indenture or the Notes, to institute any action or proceeding at law or in equity or in bankruptcy or otherwise with respect to this Indenture or the Notes, or for the appointment of a trustee, receiver, liquidator, custodian or other similar official or for any other remedy hereunder, unless: (i) such Holder previously shall have given to the Trustee written notice of an Event of Default and of the continuance thereof; (ii) the Holders of not less than 25% in aggregate principal amount of the Notes shall have made written request upon the Trustee to institute such action or proceedings in its own name as Trustee hereunder; (iii) such Holders shall have offered to the Trustee security or indemnity reasonably satisfactory to it as it may require, against the costs, expenses and liabilities to be incurred therein or thereby; (iv) the Trustee for 60 days after its receipt of such notice, request and offer of security or indemnity shall have failed to institute any such action or proceeding; and (v) no direction inconsistent with such written request shall have been given to the Trustee during such 60-day period by Holders of a majority in principal amount of the Notes then outstanding;

it being understood and intended, and being expressly covenanted by every Holder of a Note with every other Holder of a Note and the Trustee, that no one or more Holders of Notes shall have any right in any manner whatever, by virtue or by availing of any provision of this Indenture, to affect, disturb or prejudice the rights of any other such Holder of Notes, or to obtain or seek to obtain priority over or preference to any other such Holder or to enforce any right under this Indenture, except in the manner herein provided and for the equal, ratable and common benefit of all Holders of the Notes.

Section 6.07. Rights of Holders of Notes to Receive Payment.

Notwithstanding any provision in this Indenture and any provision of any Notes, the right of any Holder of any Notes to receive payment of the principal of and interest on such Note at the respective rates, in the respective amount on or after the respective due dates expressed in such Note, or to institute suit for the enforcement of any such payment on or after such respective dates, shall not be impaired or affected without the consent of such Holder.

Section 6.08. Collection Suit by Trustee.

If the Company shall fail to pay any installment of interest on any of the Notes when such interest shall have become due and payable, and such default shall have continued for a period of 30 days or shall fail to pay the principal of any of the Notes when the same shall have become due and payable, whether upon maturity of the Notes or upon any redemption or by declaration or otherwise, then upon demand of the Trustee, the Company will pay to the Trustee for the benefit of the Holders the whole amount that then shall have become due and payable on all Notes for principal of or interest, as the case may be (with interest to the date of such payment upon the overdue principal and, to the extent that payment of such interest is enforceable under applicable law, on overdue installments of interest at the same rate as the rate of interest specified in the Notes) and such further amount as shall be sufficient to cover the costs and expenses of collection, including compensation to and reasonable expenses incurred by the Trustee and each predecessor Trustee and their respective agents, attorneys and counsel.

Until such demand is made by the Trustee, the Company may pay the principal of and interest on the Notes to the persons entitled thereto, whether or not the principal of and interest on the Notes are overdue.

If the Company and the Subsidiary Guarantors shall fail to pay such amounts upon such demand, the Trustee, in its own name and as trustee of an express trust, shall be entitled and empowered to institute any action or proceedings at law or in equity for the collection of the amounts so due and unpaid. In any such case, the Trustee may prosecute any such action or proceedings to judgment or final decree and may enforce any such judgment or final decree against the Company, any of the Subsidiary Guarantors or any other obligor upon the Notes and collect in the manner provided by Law out of the property of the Company, any of the Subsidiary Guarantors or any other obligor upon the Notes, wherever situated, the amounts adjudged or decreed to be payable.

All rights of action and of asserting claims under this Indenture or under any of the Notes may be enforced by the Trustee without the possession of any of the Notes or the production thereof at any trial or other proceedings relative thereto. Any such action or proceedings instituted by the Trustee shall be brought in its own name as trustee of an express trust. Any recovery of judgment, subject to the payment of the expenses, disbursements and compensation of the Trustee, each predecessor Trustee and their respective agents and attorneys, shall be for the ratable benefit of the Holders of the Notes in respect of which such action was taken.

In any proceedings brought by the Trustee for the Notes, the Trustee shall be held to represent all the Holders of the Notes in respect of which such action was taken, and it shall not be necessary to make any Holders of the Notes parties to any such proceedings.

Section 6.09. Trustee May File Proofs of Claim.

If (i) there shall be pending proceedings relative to the Company, any Subsidiary Guarantor or any other obligor upon the Notes under any Bankruptcy Law, (ii) a receiver, assignee or trustee in bankruptcy or reorganization, liquidator, sequestrator or similar official shall have been appointed for or taken possession of the Company or its property, any Subsidiary Guarantor or its property or such other obligor or (iii) any other comparable judicial proceedings relative to the Company, any Subsidiary Guarantor or other obligor under the Notes, or to the creditors or property of the Company, any Subsidiary Guarantor or such other obligor, shall be pending, and irrespective of whether the principal of the Notes shall then be due and payable or whether the Trustee shall have made any demand, the Trustee shall be entitled and empowered, by intervention in such proceedings or otherwise:

(a) to file and prove a claim or claims for the whole amount of principal and interest owing and unpaid in respect of the Notes and to file such other papers or documents as may be necessary or advisable in order to have the claims of the Trustee (including any claim for reasonable compensation to, and expenses incurred by, the Trustee and each predecessor Trustee, and their respective agents, attorneys and counsel) and of the Holders allowed in any judicial proceedings relative to the Company, any Subsidiary Guarantor or other obligor upon all Notes, or to the creditors or property of the Company, any Subsidiary Guarantor or such other obligor; and

(b) to collect and receive any funds or other property payable or deliverable on any such claims, and to distribute all amounts received with respect to the claims of the Holders and of the Trustee on their behalf; and any trustee, receiver, or liquidator, custodian or other similar official is hereby authorized by each of the Holders to make payments to the Trustee for the Notes, and, in the event that such Trustee shall consent to the making of payments directly to the Holders, to pay to such Trustee such amounts as shall be sufficient to cover reasonable compensation to and expenses incurred by such Trustee, each predecessor Trustee and their respective agents, attorneys and counsel and all other amounts due to such Trustee or any predecessor Trustee pursuant to Section 7.07.

Nothing herein contained shall be deemed to authorize the Trustee to authorize or consent to or accept or adopt on behalf of any Holder any plan of reorganization, arrangement, adjustment or composition affecting the Notes or the rights of any Holder thereof or to authorize the Trustee to vote in respect of the claim of any Holder in any such proceeding.

Section 6.10. Priorities.

Any amounts collected by the Trustee for the Notes pursuant to this Article Six shall be applied in the following order at the date or dates fixed by such Trustee and, in case of the distribution of such amounts on account of principal or interest, upon presentation of the Notes in respect of which amounts have been collected and stamping or otherwise noting thereon the payment, or issuing Notes in reduced principal amounts in exchange for the presented Notes if only partially paid, or upon surrender thereof if fully paid:

FIRST: To the payment of costs and expenses applicable to the Notes in respect of which amounts have been collected, including compensation to and reasonable expenses incurred by the Trustee and each predecessor Trustee and their respective agents and attorneys and all other amounts due to the Trustee or any predecessor Trustee pursuant to Section 7.07;

SECOND: To the payment of the amounts then due and unpaid for principal of and interest on the Notes in respect of which amounts have been collected, such payments to be made ratably to the Persons entitled thereto, without discrimination or preference, according to the amounts then due and payable on such Notes and any such debt for principal and interest; and

THIRD: To the payment of the remainder, if any, to the Company.

Section 6.11. Undertaking for Costs.

Any court in its discretion may require, in any suit for the enforcement of any right or remedy under this Indenture or in any suit against the Trustee for any action taken, suffered or omitted by it as Trustee, the filing by any party litigant in such suit of an undertaking to pay the costs of such suit. Any such court in its discretion may assess reasonable costs, including reasonable attorneys' fees and expenses, against any party litigant in such suit, having due regard to the merits and good faith of the claims or defenses made by such party litigant. The provisions of this Section 6.11 shall not apply, however, to any suit instituted by the Trustee, to any suit instituted by any Holder or group of Holders of Notes holding more than 10% in aggregate principal amount of the Notes or to any suit instituted by any Holder for the enforcement of the payment of the principal of or interest on any Notes on or after the due date expressed in such Note.

Section 6.12. Power and Remedies Cumulative; Delay or Omission Not Waiver.

Except as provided in Section 6.06, no right or remedy herein conferred upon or reserved to the Trustee or to the Holders is intended to be exclusive of any other right or remedy, and every right and remedy, to the extent permitted by law, shall be cumulative and in addition to every other right and remedy given hereunder or now or hereafter existing at law or in equity or otherwise. The assertion or employment of any right or remedy hereunder shall not prevent the concurrent assertion or employment of any other appropriate right or remedy.

No delay or omission of the Trustee or of any Holder to exercise any right or power accruing upon any Event of Default occurring and continuing as aforesaid shall impair any such right or power or shall be construed to be a waiver of any such Event of Default or an acquiescence therein. Subject to Section 6.06, every power and remedy given by this Indenture or by law to the Trustee or to the Holders may be exercised from time to time, and as often as shall be deemed expedient, by the Trustee or the Holders.

ARTICLE SEVEN
TRUSTEE

Section 7.01. Duties of Trustee.

(a) If an Event of Default has occurred and is continuing and a Responsible Officer of the Trustee has received written notification thereof, the Trustee shall exercise the rights and powers vested in it by this Indenture and use the same degree of care and skill in its exercise as a prudent person would exercise or use under the circumstances in the conduct of such person's own affairs.

(b) Except during the continuance of an Event of Default:

(i) the Trustee need perform only those duties that are specifically set forth in this Indenture and the Trustee shall not be liable except for the performance of such duties and obligations as are specifically set forth in this Indenture, and no implied covenants or obligations shall be read into this Indenture against the Trustee; and

(ii) in the absence of bad faith on its part, the Trustee may conclusively rely, as to the truth of the statements and the correctness of the opinions expressed therein, upon any certificates or opinions furnished to the Trustee and conforming to the requirements of this Indenture. However, in the case of any such certificates or opinions which by any provision hereof are specifically required to be furnished to the Trustee, the Trustee shall examine the certificates and opinions to determine whether or not they conform to the requirements of this Indenture (but need not confirm or investigate the accuracy of mathematical calculations or other facts stated therein).

(c) The Trustee may not be relieved from liability for its own negligent action, its own negligent failure to act or its own willful misconduct, in each case, as determined by a final, non-appealable order of a court of competent jurisdiction, except that:

(i) this paragraph (c) does not limit the effect of paragraph (b) of this Section 7.01;

(ii) the Trustee shall not be liable for any error of judgment made in good faith by a Responsible Officer unless it is proved that the Trustee was negligent in ascertaining the pertinent facts; and

(iii) the Trustee shall not be liable with respect to any action it takes or omits to take in good faith in accordance with a direction received by it pursuant to Section 6.05.

(d) Every provision of this Indenture that in any way relates to the Trustee is subject to paragraphs (a), (b), (c) and (e) of this Section 7.01.

(e) No provision of this Indenture shall require the Trustee to extend or risk its own funds or otherwise incur any financial liability unless it receives indemnity satisfactory to it against any loss, liability or expense.

(f) Amounts held by the Trustee in trust hereunder need not be segregated from other funds except to the extent required by law. The Trustee shall be under no liability for interest on any amounts received by it hereunder except as otherwise agreed in writing with the Company.

Section 7.02. Certain Rights of Trustee.

(a) The Trustee may conclusively rely on, and shall be fully protected in relying upon, any document believed by it to be genuine and to have been signed or presented by the proper person. The Trustee need not investigate any fact or matter stated in the document. The Trustee shall receive and retain financial reports and statements of the Company as provided herein, but shall have no duty to analyze such reports or statements to determine compliance with covenants or other obligations of the Company.

(b) Before the Trustee acts or refrains from acting, it may require an Officers' Certificate or an Opinion of Counsel. The Trustee shall be protected and shall not be liable for any action it takes or omits to take in good faith in reliance on such Officers' Certificate or Opinion of Counsel.

(c) Subject to the provisions of Section 7.01(c), the Trustee shall not be liable for any action it takes or omits to take in good faith which it believes to be authorized or within its rights or powers.

(d) The Trustee may consult with counsel, investment bankers, accountants or other professionals of its selection and the advice of such counsel, investment bankers, accountants or other professionals or any Opinion of Counsel shall be full and complete authorization and protection in respect of any action taken, suffered or omitted by it hereunder in good faith and in reliance thereon in accordance with such advice or Opinion of Counsel.

(e) The Trustee shall be under no obligation to exercise any of the rights or powers vested in it by this Indenture at the request or direction of any of the Holders pursuant to this Indenture, unless such Holders shall have offered to the Trustee indemnity satisfactory to the Trustee against the costs, expenses and liabilities which might be incurred by it in compliance with such request or direction.

(f) The Trustee may execute any of the trusts or powers hereunder or perform any duties hereunder either directly or by or through agents or attorneys and the Trustee shall not be responsible or liable for any misconduct or negligence on the part of any agent or attorney appointed with due care by it hereunder.

(g) The Trustee shall not be bound to make any investigation into the facts or matters stated in any resolution, Officers' Certificate or other certificate, statement, instrument, opinion, report, notice, request, consent, order, approval, appraisal, bond, debenture, note, coupon, security or other paper or document unless requested in writing so to do by the Holders of not less than a majority in aggregate principal amount of the outstanding Notes; *provided* that, if the payment within a reasonable time to the Trustee of the costs, expenses or liabilities likely to be incurred by it in the making of such investigation, in the opinion of the Trustee, is not assured to the Trustee by the security afforded to it by the terms of this Indenture, the Trustee may require indemnity satisfactory to it against such expenses or liabilities as a condition to proceeding.

(h) The Trustee shall not be required to give any bond or surety in respect of the performance of its powers and duties hereunder.

(i) The Trustee shall not be bound to ascertain or inquire as to the performance or observance of any covenants, conditions or agreements on the part of the Company, except as otherwise set forth herein, but the Trustee may require of the Company full information and advice as to the performance of the covenants, conditions and agreements contained herein and shall be entitled in connection herewith to examine the books, records and premises of the Company.

(j) The permissive rights of the Trustee to do things enumerated in this Indenture shall not be construed as a duty and the Trustee shall not be answerable for other than its negligence or willful misconduct as determined by a final, non-appealable order of a court of competent jurisdiction.

(k) Except for (i) a default under Section 6.01(a)(1) or (2), provided that the Trustee is also the Paying Agent or (ii) any other event of which a Responsible Officer of the Trustee has actual knowledge and which event, with the giving of notice or the passage of time or both, would constitute an Event of Default under this Indenture, the Trustee shall not be deemed to have notice of any default or event unless specifically notified in writing of such event by the Company or the Holders of not less than 25% in aggregate principal amount of the Notes, such notice referencing the Notes and this Indenture. The Trustee shall not be deemed to have notice of any Covenant Suspension Event, Suspension Date or Reversion Date unless notified thereof in writing by the Company.

(l) In no event shall the Trustee be responsible or liable for special, indirect, incidental, punitive or consequential loss or damage of any kind whatsoever (including, but not limited to, loss of profit) irrespective of whether the Trustee has been advised of the likelihood of such loss or damage and regardless of the form of action.

(m) The rights, privileges, protections, immunities and benefits given to the Trustee, including, without limitation, its right to be indemnified, are extended to, and shall be enforceable by, the Trustee in each of its capacities hereunder, and each agent, custodian and other Person employed to act hereunder.

(n) In no event shall the Trustee be responsible or liable for any failure or delay in the performance of its obligations hereunder arising out of or caused by, directly or indirectly, forces beyond its control, including, without limitation, strikes, work stoppages, accidents, acts of war or terrorism, civil or military disturbances, nuclear or natural catastrophes or acts of God, and interruptions, loss or malfunctions of utilities, communications or computer (software and hardware) services; it being understood that the Trustee shall use reasonable efforts which are consistent with accepted practices in the banking industry to resume performance as soon as practicable under the circumstances.

Section 7.03. Individual Rights of Trustee.

The Trustee in its individual or any other capacity may become the owner or pledgee of Notes and may otherwise deal with the Company or its affiliates with the same rights it would have if it were not Trustee. Any Paying Agent, registrar or co-registrar may do the same with like rights. However, the Trustee must comply with Sections 7.10 and 7.11.

Section 7.04. Trustee's Disclaimer.

The Trustee makes no representation as to the validity or adequacy of this Indenture or the Notes. The Trustee shall not be accountable for the Company's use of the proceeds from the Notes and shall not be responsible for any statement in any registration statement for the Notes filed with the SEC under the Securities Act (other than any Statement of Eligibility on Form T-1) or in this Indenture (other than its eligibility under Section 7.10) or the Notes (other than its certificate of authentication).

Section 7.05. Notice of Defaults.

If a Default occurs and is continuing with and a Responsible Officer of the Trustee has received written notification thereof, the Trustee shall send to each Holder notice of such Default within the earlier of 90 days after such Default occurs and 30 days after written notice of such Default is received by a Responsible Officer of the Trustee. Except in the case of a Default in the payment of principal of, premium, if any, or interest on the Notes, including payments pursuant to the redemption provisions of the Notes, the Trustee may withhold notice if and so long as a committee of its Responsible Officers in good faith determines that withholding such notice is in the interests of Holders of the Notes.

Section 7.06. Reports by Trustee to Holders of the Notes.

(a) Within 60 days after each June 1 beginning with the June 1 following the date of this Indenture, the Trustee shall mail to each Holder of Notes and each other Person specified in Section 313(c) of the TIA a brief report dated as of such June 1 that complies with Section 313(a) of the TIA to the extent required thereby. The Trustee also shall comply with Section 313(b) of the TIA.

(b) The Trustee will file a copy of each report, at the time of its mailing to Holders of any Notes, with the SEC and each securities exchange on which the Notes are listed. The Company promptly will notify the Trustee whenever the Notes become listed on any securities exchange and of any delisting thereof.

Section 7.07. Compensation and Indemnity.

The Company:

(a) will pay to the Trustee from time to time, and the Trustee shall be entitled to, such compensation as shall be agreed to in writing between the Company and the Trustee for all services rendered by it hereunder, which compensation shall not be limited by any provision of law in regard to the compensation of a trustee of an express trust;

(b) will reimburse the Trustee upon its request for all reasonable expenses, disbursements and advances incurred or made by the Trustee in accordance with any provision of this Indenture, including the compensation and reasonable expenses of its agents and counsel, except to the extent any such compensation or expense shall be determined to have been caused by its own negligence or willful misconduct as determined by a final, non-appealable order of a court of competent jurisdiction; and

(c) will fully indemnify the Trustee and its agents for, and hold them harmless against, any loss, liability, claim, damage or expense arising out of or in connection with the acceptance or administration of this trust or the performance of its duties hereunder, including the reasonable costs and expenses of defending itself against or investigating any claim (whether asserted by the Company, any Holder or any other Person) or liability in connection with the exercise or performance of any of its powers or duties hereunder, or in connection with enforcing the provisions of this Section, except to the extent that any such loss, liability or expense shall be determined to have been caused by its own negligence or willful misconduct as determined by a final, non-appealable order of a court of competent jurisdiction.

As security for the performance of the Company's obligations under this Section 7.07, the Trustee shall have a lien prior to the Notes on all funds or property held or collected by the Trustee, except for those funds that are held in trust to pay the principal of or interest, if any, on the Notes

"Trustee" for purpose of this Section 7.07 includes any predecessor trustee; *provided* that the negligence or bad faith of any Trustee shall not be attributable to any other Trustee.

The Company's payment obligations pursuant to this Section 7.07 shall survive the discharge of this Indenture and resignation or removal of the Trustee. When the Trustee incurs expenses after the occurrence of a default specified in Section 6.01(a)(6), such expenses, including reasonable fees and expenses of counsel, are intended to constitute expenses of administration under Bankruptcy Law.

Section 7.08. Replacement of Trustee.

The Trustee may resign at any time by so notifying the Company. No such resignation, however, shall be effective until a successor Trustee has accepted its appointment pursuant to this Section 7.08. The Holders of a majority in aggregate principal amount of the Notes may remove the Trustee by so notifying the Trustee and the Company. The Company shall remove the Trustee if:

(a) the Trustee fails to comply with Section 7.10;

(b) the Trustee is adjudged bankrupt or insolvent;

(c) a receiver or public officer takes charge of the Trustee or its property; or

(d) the Trustee otherwise becomes incapable of acting.

If the Trustee resigns or is removed or if a vacancy exists in the office of Trustee for any reason, with respect to the Notes, the Company shall promptly appoint, by a Board Resolution, a successor Trustee with respect to the Notes

A successor Trustee shall deliver a written acceptance of its appointment to the retiring Trustee and to the Company. Thereupon the resignation or removal of the retiring Trustee shall become effective, and the successor Trustee shall have all the rights, powers and duties of the Trustee under this Indenture. The successor Trustee shall mail a notice of its succession to Holders of the Notes. The retiring Trustee shall upon payment of its charges hereunder promptly transfer all funds and property held by it as Trustee to the successor Trustee, subject to the lien provided for in Section 7.07

If a successor Trustee does not take office within 30 days after the retiring Trustee resigns or is removed, the retiring Trustee at the expense of the Company, the Company or the Holders of a majority in aggregate principal amount of the Notes may petition at the expense of the Company any court of competent jurisdiction for the appointment of a successor Trustee

If the Trustee fails to comply with Section 7.10, any Holder may petition any court of competent jurisdiction for the removal of the Trustee and the appointment of a successor Trustee.

Section 7.09. Successor Trustee by Merger, Etc.

If the Trustee consolidates with, merges or converts into or transfers all or substantially all its corporate trust business or assets to another entity, the resulting, surviving or transferee entity without any further act shall be the successor Trustee.

Section 7.10. Eligibility; Disqualification.

The Trustee shall at all times satisfy the requirements of Section 310(a)(1) of the TIA. The Trustee shall have a combined capital and surplus of at least $50,000,000 as set forth in its most recent published annual report of condition. Neither the Company nor any person directly or indirectly controlling, controlled by or under common control with the Company shall serve as Trustee hereunder. The Trustee shall comply with Section 310(b) of the TIA; *provided*, *however*, that there shall be excluded from the operation of Section 310(b)(1) of the TIA any indenture or indentures under which other securities or certificates of interest or participation in other securities of the Company are outstanding if the requirements for such exclusion set forth in Section 310(b)(1) of the TIA are met.

Section 7.11. Preferential Collection of Claims Against Company.

The Trustee shall comply with Section 311(a) of the TIA, excluding any creditor relationship listed in Section 311(b) of the TIA. A Trustee who has resigned or been removed shall be subject to Section 311(a) of the TIA to the extent indicated therein.

ARTICLE EIGHT
LEGAL DEFEASANCE AND COVENANT DEFEASANCE

Section 8.01. Option to Effect Legal Defeasance or Covenant Defeasance.

(a) Subject to Sections 8.01(b) and 8.02, the Company at any time may terminate (i) all of its obligations under the Notes and this Indenture ("legal defeasance option") or (ii) its obligations under Sections 4.03, 4.07, 4.08, 4.09, 4.10, 4.11, 4.12, 4.14, and 4.18 and Section 5.01(a)(3) ("covenant defeasance option") with respect to the Notes. The Company may exercise its legal defeasance option notwithstanding its prior exercise of its covenant defeasance option. In the event that the Company terminates all of its obligations under the Notes and this Indenture by exercising its legal defeasance option, the obligations under the Subsidiary Guarantees shall each be terminated simultaneously with the termination of such obligations.

If the Company exercises its legal defeasance option, payment of the Notes may not be accelerated because of an Event of Default. If the Company exercises its covenant defeasance option, payment of the Notes may not be accelerated because of an Event of Default specified in Sections 6.01(a)(4) and 6.01(a)(5) (with respect only to the applicable Restricted Subsidiaries), 6.01(a)(6) and 6.01(a)(7) (with respect only to Significant Subsidiaries) or 6.01(a)(8), or because of the failure of the Company to comply with Section 5.01(a)(3).

Upon satisfaction of the conditions set forth herein and upon request of the Company, the Trustee shall acknowledge in writing the discharge of those obligations that the Company terminates.

(b) Notwithstanding Section 8.01(a), the Company's obligations in Sections 2.04, 2.05, 2.06, 2.07, 2.08, 2.09, 4.02 and 7.07 and in this Article Eight shall survive until the Notes have been paid in full. Thereafter, the Company's obligations in Sections 7.07 and 8.03 and the Trustee's obligations under Section 8.04 shall survive.

Section 8.02. Conditions to Defeasance.

The Company may exercise its legal defeasance option or its covenant defeasance option only if:

(a) the Company irrevocably deposits in trust with the Trustee money in an amount sufficient or U.S. Government Obligations, the principal of and interest on which will be sufficient, or a combination thereof sufficient, in the opinion of a nationally recognized firm of independent accountants, to pay the principal of, and premium (if any) and interest on the Notes when due at maturity or redemption, as the case may be, including interest thereon to maturity or such redemption date;

(b) in the case of the legal defeasance option, the Company shall have delivered to the Trustee an Opinion of Counsel stating that (1) the Company has received from, or there has been published by, the Internal Revenue Service a ruling, or (2) since the date of this Indenture there has been a change in the applicable Federal income tax law, in either case to the effect that, and based thereon such Opinion of Counsel shall confirm that, the Holders of Notes will not recognize income, gain or loss for Federal income tax purposes as a result of such deposit and defeasance and will be subject to Federal income tax on the same amounts, in the same manner and at the same times as would have been the case if such deposit and defeasance had not occurred;

(c) in the case of the covenant defeasance option, the Company shall have delivered to the Trustee an Opinion of Counsel to the effect that the Holders of Notes will not recognize income, gain or loss for Federal income tax purposes as a result of such deposit and defeasance and will be subject to Federal income tax on the same amounts, in the same manner and at the same times as would have been the case if such deposit and defeasance had not occurred;

(d) the deposit does not constitute a default under any other material agreement binding on the Company (other than that resulting with respect to any Indebtedness being defeased from any borrowing of funds to be applied to make the deposit required to effect such legal defeasance option or covenant defeasance option and any similar and simultaneous deposit relating to such Indebtedness, and the granting of Liens in connection therewith);

(e) the Company delivers to the Trustee an Opinion of Counsel to the effect that the trust resulting from the deposit does not constitute, or is qualified as, a regulated investment company under the Investment Company Act of 1940; and

(f) the Company delivers to the Trustee an Officers' Certificate and an Opinion of Counsel, each stating that all conditions precedent to the defeasance and discharge of the Notes as contemplated by this Article Eight have been complied with.

Notwithstanding the foregoing, the Opinion of Counsel required by clause (b) above with respect to a defeasance need not to be delivered if all Notes not therefore delivered to the Trustee for cancellation (x) have become due and payable, or (y) will become due and payable at Stated Maturity within one year under arrangements satisfactory to the Trustee for the giving of notice of redemption by the Trustee in the name, and at the expense, of the Company.

Section 8.03. Deposited Money and Government Obligations to Be Held in Trust; Other Miscellaneous Provisions.

(a) Subject to Section 8.04, all money and U.S. Government Obligations (including the proceeds thereof) deposited with the Trustee pursuant to Section 8.02 in respect of the outstanding Notes shall be held in trust and applied by the Trustee, in accordance with the provisions of such Notes and this Indenture, to the payment, either directly or through any Paying Agent (including the Company acting as Paying Agent) as the Trustee may determine, to the Holders of such Notes of all sums due and to become due thereon in respect of principal, premium, if any, and interest, but such money need not be segregated from other funds except to the extent required by law.

(b) The Company shall pay and indemnify the Trustee against any tax, fee or other charge imposed on or assessed against the money or U.S. Government Obligations deposited pursuant to Section 8.02 or the principal and interest received in respect thereof other than any such tax, fee or other charge which by law is for the account of the Holders of the outstanding Notes.

(c) Anything in this Article Eight to the contrary notwithstanding, the Trustee shall deliver or pay to the Company from time to time upon the request of the Company any money or U.S. Government Obligations held by it as provided in Section 8.02 which, in the opinion of a nationally recognized firm of independent public accountants expressed in a written certification thereof delivered to the Trustee at the expense of the Company (which may be the opinion delivered under Section 8.02(a)), are in excess of the amount thereof that would then be required to be deposited to effect an equivalent legal defeasance option or covenant defeasance option.

Section 8.04. Repayment to the Company.

Any money deposited with the Trustee or any Paying Agent, or then held by the Company, in trust for the payment of the principal of, premium, if any, and interest on any Note and remaining unclaimed for two years after such principal, premium, if any, and interest has become due and payable shall, subject to compliance with applicable abandoned property law, be paid to the Company on its request or (if then held by the Company) shall be discharged from such trust; and the Holder of such Note shall thereafter look only to the Company for payment thereof, and all liability of the Trustee or such Paying Agent with respect to such trust money, and all liability of the Company as Trustee thereof, shall thereupon cease; *provided*, *however*, that the Trustee or such Paying Agent, before being required to make any such repayment, may at the expense of the Company, send to the Holders notice that such money remains unclaimed and that, after a date specified therein, which shall not be less than 30 days from the date of such notification, any unclaimed balance of such money then remaining shall be repaid to the Company.

Section 8.05. Reinstatement.

If the Trustee or Paying Agent is unable to apply any money or U.S. Government Obligations in accordance with Section 8.02, as the case may be, by reason of any order or judgment of any court or governmental authority enjoining, restraining or otherwise prohibiting such application, then the Company's and the Subsidiary Guarantors' obligations under this Indenture and the Notes and the Subsidiary Guarantees shall be revived and reinstated as though no deposit had occurred pursuant to Section 8.02 until such time as the Trustee or Paying Agent is permitted to apply all such money in accordance with Section 8.02, as the case may be; *provided*, *however*, that, if the Company makes any payment of principal of, premium, if any, or interest on any Note following the reinstatement of its obligations, the Company shall be subrogated to the rights of the Holders of such Notes to receive such payment from the money held by the Trustee or Paying Agent.

ARTICLE NINE
AMENDMENT, SUPPLEMENT AND WAIVER

Section 9.01. Without Consent of Holders of Notes.

(a) Notwithstanding Section 9.02, the Company, the Subsidiary Guarantors and the Trustee may amend or supplement this Indenture or the Notes without the consent of any Holder of a Note to:

(1) convey, transfer, assign, mortgage or pledge any property or assets to the Trustee as security for the Notes;

(2) evidence the succession of another Person to the Company or any Subsidiary Guarantor, or successive successions, and the assumption by the successor Person of the covenants, agreements and obligations of the Company or any Subsidiary Guarantor under this Indenture pursuant to the provisions described under Article Five;

(3) add to the covenants of the Company and the Subsidiary Guarantors further covenants, restrictions, conditions or provisions for the protection of the Holders of the Notes;

(4) cure any ambiguity or correct or supplement any provision contained in this Indenture that may be defective or inconsistent with any other provision contained in this Indenture, or make such other provisions in regard to matters or questions arising under this Indenture as the Board of Directors may deem necessary or desirable and that shall not materially and adversely affect the interests of the Holders of the Notes;

(5) evidence and provide for the acceptance of appointment under this Indenture by a successor Trustee with respect to the Notes and add to or change any of the provisions of this Indenture as shall be necessary to provide for or facilitate the administration of the trusts under this Indenture by more than one Trustee pursuant to the requirements of this Indenture;

(6) provide for uncertificated Notes in addition to or in place of certificated Notes; *provided*, *however*, that the uncertificated Notes are issued in registered form for purposes of Section 163(f) of the Code, or in a manner such that the uncertificated Notes are described in Section 163(f)(2)(B) of the Code;

(7) add additional Subsidiary Guarantees with respect to the Notes and release any Subsidiary Guarantor in accordance with this Indenture;

(8) provide for the issuance of Additional Notes;

(9) conform the text of this Indenture or the Notes to any provision of the Description of Notes in the offering memorandum related to the Initial Notes; or

(10) comply with any requirement of the SEC in connection with the qualification of this Indenture under the TIA.

(b) Upon the request of the Company and upon receipt by the Trustee of the documents described under Section 9.06 hereof, the Trustee shall join with the Company and the Subsidiary Guarantors in the execution of any amended or supplemental indenture authorized or permitted by the terms of this Indenture and to make any further appropriate agreements and stipulations that may be therein contained, but the Trustee shall not be obligated to enter into such amended or supplemental indenture that affects its own rights, duties or immunities under this Indenture or otherwise. Notwithstanding anything to the contrary contained herein, any supplemental indenture executed pursuant to Section 9.01(a)(7) may be executed by the Company, the Subsidiary Guarantor providing such Subsidiary Guarantee and the Trustee.

Section 9.02. With Consent of Holders of Notes.

(a) Except as otherwise provided in this Section 9.02, this Indenture or the Notes may be amended with the written consent of the Holders of at least a majority in aggregate principal amount of the Notes then outstanding and any past default or compliance with any provisions may be waived with the consent of the Holders of at least a majority in aggregate principal amount of the Notes then outstanding (including consents obtained in connection with a purchase of, or tender offer or exchange offer for the Notes).

(b) This Indenture provides that, without the consent of each Holder adversely affected thereby, no amendment may:

(1) reduce the principal amount of Notes whose Holders must consent to an amendment;

(2) reduce the rate of or extend the time for payment of interest on any Note;

(3) reduce the principal of or extend the Stated Maturity of any Note;

(4) reduce the premium payable upon the redemption of any Note or change the time at which any Note may be redeemed as described under Section 3.07;

(5) make any Note payable in money other than that stated in the Note;

(6) impair the right of any Holder to receive payment of principal of, and interest on, such Holder's Notes on or after the due dates therefor or to institute suit for the enforcement of any payment on or with respect to such Holder's Notes;

(7) make any change in the amendment provisions or in the waiver provisions which require each Holder's consent; or

(8) release any Subsidiary Guarantee (other than in accordance with the terms of this Indenture).

(c) The consent of the Holders will not be necessary to approve the particular form of any proposed amendment or supplemental indenture . It will be sufficient if such consent approves the substance of the proposed amendment or supplemental indenture .

(d) After an amendment or supplemental indenture becomes effective, the Company shall mail, or in the case of Global Notes send in accordance with the Applicable Procedures of the Depositary, to Holders (with a copy to the Trustee) a notice briefly describing such amendment or supplemental indenture. However, the failure to give such notice to all Holders, or any defect therein, will not impair or affect the validity of the amendment or supplemental indenture.

Section 9.03. Compliance with TIA.

Every amendment or supplemental indenture to this Indenture or the Notes shall comply with the TIA as then in effect.

Section 9.04. Revocation and Effect of Consents and Waivers.

(a) A consent to an amendment or supplemental indenture or a waiver by a Holder of a Note shall bind the Holder and every subsequent Holder of that Note or portion of the Note that evidences the same debt as the consenting Holder's Note, even if notation of the consent or waiver is not made on the Note. However, any such Holder or subsequent Holder may revoke the consent or waiver as to such Holder's Note or portion of the Note if the Trustee receives the notice of revocation before the date on which the Trustee receives an Officers' Certificate from the Company certifying that the requisite number of consents have been received. After an amendment or supplemental indenture or waiver becomes effective, it shall bind every Holder. An amendment or supplemental indenture or waiver becomes effective upon the (i) receipt by the Company or the Trustee of the requisite number of consents, (ii) satisfaction of conditions to effectiveness as set forth in this Indenture and any indenture supplemental hereto containing such amendment or waiver and (iii) execution of such amendment or supplemental indenture or waiver by the Company and the Trustee.

(b) The Company may, but shall not be obligated to, fix a record date for the purpose of determining the Holders entitled to give their consent or take any other action described above or required or permitted to be taken pursuant to this Indenture. If a record date is fixed, then notwithstanding Section 9.04(a), those Persons who were Holders at such record date (or their duly designated proxies), and only those Persons, shall be entitled to give such consent or to revoke any consent previously given or to take any such action, whether or not such Persons continue to be Holders after such record date.

Section 9.05. Notation on or Exchange of Notes.

If an amendment or supplemental indenture changes the terms of a Note, the Trustee may require the Holder of the Note to deliver it to the Trustee. The Trustee may place an appropriate notation on the Note regarding the changed terms and return it to the Holder. Alternatively, if the Company or the Trustee so determines, the Company in exchange for the Note shall issue and the Trustee shall authenticate a new Note that reflects the changed terms. Failure to make the appropriate notation or to issue a new Note shall not affect the validity of such amendment or supplemental indenture.

Section 9.06. Trustee to Sign Amendments, Etc.

The Trustee shall sign any amendment or supplemental indenture authorized pursuant to this Article Nine if the amendment or supplemental indenture does not adversely affect the rights, duties, liabilities or immunities of the Trustee. If, in the judgment of the Trustee, it does, the Trustee may but need not sign it. In signing such amendment the Trustee shall receive indemnity satisfactory to it and receive, and (subject to Section 7.01) shall be fully protected in relying upon in addition to the documents required by Section 13.04, an Officers' Certificate and an Opinion of Counsel stating that such amendment or supplemental indenture is authorized or permitted by this Indenture and that such amendment or supplemental indenture is the valid and binding obligation of the Company and the Subsidiary Guarantors enforceable against them in accordance with its terms, subject to customary exceptions, and complies with the provisions hereof.

Section 9.07. Payments for Consents.

Neither the Company nor any Affiliate of the Company shall, directly or indirectly, pay or cause to be paid any consideration, whether by way of interest, fee or otherwise, to any Holder for or as an inducement to any consent, waiver or amendment of any of the terms or provisions of this Indenture or the Notes unless such consideration is offered to be paid to all Holders that so consent, waive or agree to amend in the time frame set forth in solicitation documents relating to such consent, waiver or agreement.

ARTICLE TEN
SUBSIDIARY GUARANTEES

Section 10.01. Subsidiary Guarantees.

(a) Each Subsidiary Guarantor hereby jointly and severally, irrevocably and unconditionally guarantees, as a primary obligor and not merely as a surety, to each Holder and to the Trustee and its successors and assigns (i) the full and punctual payment when due, whether at Stated Maturity, by acceleration, by redemption or otherwise, of all obligations of the Company under this Indenture (including obligations to the Trustee) and the Notes, whether for payment of principal of, or premium or interest on the Notes and all other monetary obligations of the Company under this Indenture and the Notes and (ii) the full and punctual performance within applicable grace periods of all other obligations of the Company whether for fees, expenses, indemnification or otherwise under this Indenture and the Notes (all the foregoing being hereinafter collectively called the "Guaranteed Obligations"). Each Subsidiary Guarantor further agrees that the Guaranteed Obligations may be extended or renewed, in whole or in part, without notice or further assent from each such Subsidiary Guarantor, and that each such Subsidiary Guarantor shall remain bound under this Article Ten notwithstanding any extension or renewal of any Guaranteed Obligation.

(b) Each Subsidiary Guarantor waives presentation to, demand of payment from and protest to the Company of any of the Guaranteed Obligations and also waives notice of protest for nonpayment. Each Subsidiary Guarantor waives notice of any Default under the Notes or the Guaranteed Obligations. The obligations of each Subsidiary Guarantor hereunder shall not be affected by (i) the failure of any Holder or the Trustee to assert any claim or demand or to enforce any right or remedy against the Company or any other Person under this Indenture, the Notes or any other agreement or otherwise; (ii) any extension or renewal of any thereof; (iii) any rescission, waiver, amendment or modification of any of the terms or provisions of this Indenture, the Notes or any other agreement; (iv) the release of any security held by any Holder or the Trustee for the Guaranteed Obligations or any of them; (v) the failure of any Holder or Trustee to exercise any right or remedy against any other guarantor of the Guaranteed Obligations; or (vi) any change in the ownership of such Subsidiary Guarantor, except as provided in Section 10.05.

(c) Each Subsidiary Guarantor hereby waives any right to which it may be entitled to have its obligations hereunder divided among the Subsidiary Guarantors, such that such Subsidiary Guarantor's obligations would be less than the full amount claimed. Each Subsidiary Guarantor hereby waives any right to which it may be entitled to have the assets of the Company first be used and depleted as payment of the Company's or such Subsidiary Guarantor's obligations hereunder prior to any amounts being claimed from or paid by such Subsidiary Guarantor hereunder. Each Subsidiary Guarantor hereby waives any right to which it may be entitled to require that the Company be sued prior to an action being initiated against such Subsidiary Guarantor.

(d) Each Subsidiary Guarantor further agrees that its Subsidiary Guarantee herein constitutes a guarantee of payment, performance and compliance when due (and not a guarantee of collection) and waives any right to require that any resort be had by any Holder or the Trustee to any security held for payment of the Guaranteed Obligations.

(e) Except as expressly set forth in Section 8.01(a), Section 9.02, this Article Ten and Article Eleven, the obligations of each Subsidiary Guarantor hereunder shall not be subject to any reduction, limitation, impairment or termination for any reason, including any claim of waiver, release, surrender, alteration or compromise, and shall not be subject to any defense of setoff, counterclaim, recoupment or termination whatsoever or by reason of the invalidity, illegality or unenforceability of the Guaranteed Obligations or otherwise. Without limiting the generality of the foregoing, the obligations of each Subsidiary Guarantor herein shall not be discharged or impaired or otherwise affected by the failure of any Holder or the Trustee to assert any claim or demand or to enforce any remedy under this Indenture, the Notes or any other agreement, by any waiver or modification of any thereof, by any default, failure or delay, willful or otherwise, in the performance of the obligations, or by any other act or thing or omission or delay to do any other act or thing which may or might in any manner or to any extent vary the risk of any Subsidiary Guarantor or would otherwise operate as a discharge of any Subsidiary Guarantor as a matter of law or equity.

(f) Except as otherwise provided herein, each Subsidiary Guarantor agrees that its Subsidiary Guarantee shall remain in full force and effect until payment in full of all the Guaranteed Obligations. Each Subsidiary Guarantor further agrees that its Subsidiary Guarantee herein shall continue to be effective or be reinstated, as the case may be, if at any time payment, or any part thereof, of principal of or interest on any Guaranteed Obligation is rescinded or must otherwise be restored by any Holder or the Trustee upon the bankruptcy or reorganization of the Company or otherwise.

(g) In furtherance of the foregoing and not in limitation of any other right which any Holder or the Trustee has at law or in equity against any Subsidiary Guarantor by virtue hereof, upon the failure of the Company to pay the principal of or interest on any Guaranteed Obligation when and as the same shall become due, whether at maturity, by acceleration, by redemption or otherwise, or to perform or comply with any other Guaranteed Obligation, each Subsidiary Guarantor hereby promises to and shall, upon receipt of written demand by the Trustee, forthwith pay, or cause to be paid, in cash, to the Holders or the Trustee an amount equal to the sum of (i) the unpaid principal amount of such Guaranteed Obligations, (ii) accrued and unpaid interest on such Guaranteed Obligations (but only to the extent not prohibited by law) and (iii) all other monetary obligations of the Company to the Holders and the Trustee.

(h) Each Subsidiary Guarantor agrees that it shall not be entitled to any right of subrogation in relation to the Holders in respect of any Guaranteed Obligations guaranteed hereby until payment in full of all Guaranteed Obligations. Each Subsidiary Guarantor further agrees that, as between it, on the one hand, and the Holders and the Trustee, on the other hand, (i) the maturity of the Guaranteed Obligations guaranteed hereby may be accelerated as provided in Article Six for the purposes of any Subsidiary Guarantee herein, notwithstanding any stay, injunction or other prohibition preventing such acceleration in respect of the Guaranteed Obligations guaranteed hereby, and (ii) in the event of any declaration of acceleration of such Guaranteed Obligations as provided in Article Six of this Indenture, such Guaranteed Obligations (whether or not due and payable) shall forthwith become due and payable by such Subsidiary Guarantor for the purposes of this Section 10.01.

(i) Each Subsidiary Guarantor also agrees to pay any and all costs and expenses (including reasonable attorney's fees and expenses) incurred by the Trustee or any Holder in enforcing any rights under this Section 10.01.

(j) Upon request of the Trustee, each Subsidiary Guarantor shall execute and deliver such further instruments and do such further acts as may be reasonably necessary or proper to carry out more effectively the purpose of this Indenture.

Section 10.02. Limitation on Liability.

(a) Any term or provision of this Indenture to the contrary notwithstanding, the maximum aggregate amount of the Guaranteed Obligations guaranteed hereunder by any Subsidiary Guarantor shall not exceed the maximum amount that can be hereby guaranteed without rendering this Indenture, as it relates to such Subsidiary Guarantor, voidable under applicable law relating to fraudulent conveyance or fraudulent transfer or similar laws affecting the rights of creditors generally.

(b) As provided in Section 10.05(b), at the reasonable request of the Company, the Trustee shall execute and deliver an instrument, in the form provided by the Company, evidencing the release of any Subsidiary Guarantor pursuant to Section 10.05(a).

Section 10.03. Subsidiary Guarantee Under Indenture.

(a) If an Officer whose signature is on this Indenture no longer holds that office at the time the Trustee authenticates the Note, the Subsidiary Guarantee provided for herein shall be valid nevertheless.

(b) The delivery of any Note by the Trustee, after the authentication thereof hereunder, shall constitute due delivery of the Subsidiary Guarantee provided for herein on behalf of the Subsidiary Guarantors.

(c) If required by Section 4.18, the Company shall cause its Subsidiaries to execute supplemental indentures to this Indenture substantially in the form of Exhibit D to this Indenture providing for additional Subsidiary Guarantees in accordance with Section 4.18 and this Article Ten, to the extent applicable.

Section 10.04. Contribution.

Each Subsidiary Guarantor hereby agrees that to the extent that any such Subsidiary Guarantor shall have paid more than its proportionate share of any payment made on the obligations under its Subsidiary Guarantee, then upon payment in full of the Guaranteed Obligations under this Indenture such Subsidiary Guarantor shall be entitled to seek and receive contribution from and against the Company or any other Subsidiary Guarantor who has not paid its proportionate share of such payment. The provisions of this Section 10.04 shall in no respect limit the obligations and liabilities of each Subsidiary Guarantor to the Trustee and the Holders and each Subsidiary Guarantor shall remain liable to the Trustee and the Holders for the full amount guaranteed by such Subsidiary Guarantor hereunder.

Section 10.05. Release of Subsidiary Guarantor.

(a) The Subsidiary Guarantee of a Subsidiary Guarantor shall be automatically released without any action required by the Trustee or Holders:

(i) in the event the Capital Stock of a Subsidiary Guarantor is sold or all of the assets of a Subsidiary Guarantor are sold (including by way of merger, consolidation or otherwise) by the Company or a Restricted Subsidiary and the sale complies with the provisions set forth in Section 4.10 and if as a result of such sale, such Subsidiary Guarantor ceases to be a Restricted Subsidiary;

(ii) upon the designation of any Subsidiary Guarantor to be an Unrestricted Subsidiary in compliance with the definition of "Unrestricted Subsidiary";

(iii) upon legal defeasance or satisfaction and discharge of the Notes in compliance with the provisions of this Indenture described under Article Eight and Article Eleven, respectively;

(iv) if such Subsidiary Guarantor shall have been released from its guarantee of Indebtedness under all Material Credit Facilities; or

(v) if such Subsidiary Guarantee shall have been released pursuant to Section 9.02.

(b) At the request of the Company, and upon delivery to the Trustee of an Officers' Certificate and an Opinion of Counsel that a release complies with this Indenture, the Trustee shall execute and deliver such instruments reasonably requested by the Company evidencing the release of such Subsidiary Guarantor from its Subsidiary Guarantee (it being understood that the failure to obtain any such instrument shall not impair any automatic release pursuant to Section 10.05(a)). Any Subsidiary Guarantor not released from its obligations under its Subsidiary Guarantee as provided in Section 10.05(a) shall remain liable for the full amount of principal and interest, if any, on the Notes and for the other obligations of any Subsidiary Guarantor under this Indenture as provided in this Article Ten.

Section 10.06. Successors and Assigns.

Subject to Article Five, this Article Ten shall be binding upon each Subsidiary Guarantor and its successors and assigns and shall inure to the benefit of the successors and assigns of the Trustee and the Holders and, in the event of any transfer or assignment of rights by any Holder or the Trustee, the rights and privileges conferred upon that party in this Indenture and in the Notes shall automatically extend to and be vested in such transferee or assignee, all subject to the terms and conditions of this Indenture.

Section 10.07. No Waiver.

Neither a failure nor a delay on the part of either the Trustee or the Holders in exercising any right, power or privilege under this Article Ten shall operate as a waiver thereof, nor shall a single or partial exercise thereof preclude any other or further exercise of any right, power or privilege. The rights, remedies and benefits of the Trustee and the Holders herein expressly specified are cumulative and not exclusive of any other rights, remedies or benefits which either may have under this Article Ten at law, in equity, by statute or otherwise.

Section 10.08. Modification.

No modification, amendment or waiver of any provision of this Article Ten, nor the consent to any departure by any Subsidiary Guarantor therefrom, shall in any event be effective unless the same shall be in writing and signed by the Trustee, and then such waiver or consent shall be effective only in the specific instance and for the purpose for which given. No notice to or demand on any Subsidiary Guarantor in any case shall entitle such Subsidiary Guarantor to any other or further notice or demand in the same, similar or other circumstances.

ARTICLE ELEVEN
SATISFACTION AND DISCHARGE

Section 11.01. Satisfaction and Discharge.

(a) This Indenture (including the Subsidiary Guarantees) will be discharged and will cease to be of further effect (except as to surviving rights of registration of transfer or exchange of Notes, as expressly provided for in this Indenture) as to all Notes issued hereunder when:

(1) all outstanding Notes (other than Notes replaced or paid) have been canceled or delivered to the Trustee for cancellation; or

(2) all outstanding Notes have become due and payable, whether at maturity or as a result of the sending of a notice of redemption, or will become due and payable within one year, and the Company irrevocably deposits with the Trustee cash or Cash Equivalents in an amount sufficient or U.S. Government Obligations, the principal of and interest on which will be sufficient, or a combination thereof sufficient, in the written opinion of a nationally recognized firm of independent public accountants delivered to the Trustee (which opinion shall only be required to be delivered if U.S. Government Obligations have been so deposited), to pay the principal of and interest on the outstanding Notes when due at maturity or upon redemption, including interest thereon to maturity or such redemption date (other than Notes replaced or paid); and, in either case

(3) the Company pays all other sums payable by it under this Indenture.

(b) The Trustee shall acknowledge satisfaction and discharge of this Indenture on demand of the Company accompanied by an Officers' Certificate and an Opinion of Counsel and at the cost and expense of the Company.

Section 11.02. Deposited Money and U.S. Government Obligations to Be Held in Trust; Other Miscellaneous Provisions.

Subject to Section 8.04 hereof, all funds and U.S. Government Obligations (including the proceeds thereof) deposited with the Trustee pursuant to Section 11.01 hereof in respect of the outstanding Notes shall be held in trust and applied by the Trustee, in accordance with the provisions of such Notes and this Indenture, to the payment, either directly or through any Paying Agent (including the Company acting as Paying Agent) as the Trustee may determine, to the Holders of such Notes of all sums due and to become due thereon in respect of principal, premium, if any, and interest, but such money need not be segregated from other funds except to the extent required by law.

ARTICLE TWELVE
[INTENTIONALLY OMITTED]

ARTICLE THIRTEEN
MISCELLANEOUS

Section 13.01. TIA Controls.

If any provision of this Indenture limits, qualifies or conflicts with the duties imposed by TIA Section 318(c), the imposed duties shall control.

Section 13.02. Notices.

(a) Any notice or communication by the Company or any Subsidiary Guarantor, on the one hand, or the Trustee, on the other hand, to the other, is duly given if in writing and delivered in Person or mailed by first class mail (registered or certified, return receipt requested), facsimile or overnight air courier guaranteeing next day delivery, to the others' address:

If to the Company and/or any Subsidiary Guarantor:

Qorvo, Inc.
7628 Thorndike Road
Greensboro, NC 27409
Facsimile: ((910) 475-8535
Attention: Mark J. Murphy

with a copy (which shall not constitute notice) to:

Womble Bond Dickinson (US) LLP
One Wells Fargo Center
301 S. College Street
Suite 3500
Charlotte, NC 28202
Facsimile: (704) 338-7822
Attention: Sudhir N. Shenoy, Esq.

If to the Trustee:

MUFG Union Bank, N.A.
1251 Avenue of the Americas, 19th Floor
New York, New York 10020
Attention: Corporate Trust

Telephone: (646) 452-2011
Facsimile: (646) 452-2000
Email: CTNY1@unionbank.com

(or such other address or facsimile number as the Trustee may designate from time to time by notice to the Company).

(b) The Company, the Subsidiary Guarantors or the Trustee, by notice to the others may designate additional or different addresses for subsequent notices or communications.

(c) All notices and communications (other than those sent to Holders) shall be deemed to have been duly given: at the time delivered by hand, if personally delivered; three Business Days after being deposited in the mail, postage prepaid, if mailed; when receipt is acknowledged, if telecopied; and the next Business Day after timely delivery to the courier, if sent by overnight air courier guaranteeing next day delivery.

(d) Any notice or communication to a Holder shall be mailed by first class mail, certified or registered, return receipt requested, or by overnight air courier guaranteeing next day delivery to its address shown on the register kept by the Registrar. Any notice or communication shall also be so mailed to any Person described in TIA Section 313(c), to the extent required by the TIA. Failure to mail a notice or communication to a Holder or any defect in it shall not affect its sufficiency with respect to other Holders.

(e) Where this Indenture provides for notice in any manner, such notice may be waived in writing by the Person entitled to receive such notice, either before or after the event, and such waiver shall be the equivalent of such notice. Waivers of notice by Holders shall be filed with the Trustee, but such filing shall not be a condition precedent to the validity of any action taken in reliance on such waiver.

(f) In case by reason of the suspension of regular mail service or by reason of any other cause it shall be impracticable to give such notice by mail, then such notification as shall be made with the approval of the Trustee shall constitute a sufficient notification for every purpose hereunder.

(g) If a notice or communication is sent in the manner provided above within the time prescribed, it is duly given, whether or not the addressee receives it.

(h) If the Company receives a notice or communication from Holders, or sends a notice or communication to Holders, it shall send a copy to the Trustee and each Agent at the same time.

(i) Notwithstanding any other provision of this Indenture or any Note, where this Indenture or any Note provides for notice of any event (including any notice of redemption or purchase) to a Holder of a Global Note (whether by mail or otherwise), such notice shall be sufficiently given if given to the Depositary for such Note (or its designee) pursuant to the standing instructions from such Depositary.

The Trustee shall have the right to accept and act upon instructions, including funds transfer instructions ("Instructions") given pursuant to this Indenture and delivered using Electronic Means; provided, however, that the Company shall provide to the Trustee an incumbency certificate listing officers with the authority to provide such Instructions ("Authorized Officers") and containing specimen signatures of such Authorized Officers, which incumbency certificate shall be amended by the Company whenever a person is to be added or deleted from the listing. If the Company elects to give the Trustee Instructions using Electronic Means and the Trustee in its reasonable judgment elects to act upon such Instructions, the Trustee's understanding of such Instructions shall be deemed controlling. The Company understands and agrees that the Trustee cannot determine the identity of the actual sender of such Instructions and that the Trustee shall conclusively presume that directions that purport to have been sent by an Authorized Officer listed on the incumbency certificate provided to the Trustee have been sent by such Authorized Officer. The Company shall be responsible for ensuring that only Authorized Officers transmit such Instructions to the Trustee and that the Company and all Authorized Officers are solely responsible to safeguard the use and confidentiality of applicable user and authorization codes, passwords and/or authentication keys upon receipt by the Company. The Trustee shall not be liable for any losses, costs or expenses arising directly or indirectly from the Trustee's reliance upon and compliance with such Instructions notwithstanding such directions conflict or are inconsistent with a subsequent written instruction. The Company agrees: (i) to assume all risks arising out of the use of Electronic Means to submit Instructions to the Trustee, including without limitation the risk of the Trustee acting on unauthorized Instructions, and the risk of interception and misuse by third parties; (ii) that it is fully informed of the protections and risks associated with the various methods of transmitting Instructions to the Trustee and that there may be more secure methods of transmitting Instructions than the method(s) selected by the Company; (iii) that the security procedures (if any) to be followed in connection with its transmission of Instructions provide to it a commercially reasonable degree of protection in light of its particular needs and circumstances; and (iv) to notify the Trustee immediately upon learning of any compromise or unauthorized use of the security procedures.

Section 13.03. Communication by Holders of Notes with Other Holders of Notes.

Holders may communicate pursuant to TIA Section 312(b) with other Holders with respect to their rights under this Indenture or the Notes. The Company, the Subsidiary Guarantors, the Trustee, the Registrar and any other Person shall have the protection of TIA Section 312(c).

Section 13.04. Certificate and Opinion as to Conditions Precedent.

Upon any request or application by the Company to the Trustee to take any action under this Indenture, the Company shall furnish to the Trustee:

(i) an Officers' Certificate in form reasonably satisfactory to the Trustee (which shall include the statements set forth in Section 13.05 hereof) stating that, in the opinion of the signers (who may rely upon an Opinion of Counsel with respect to matters of law), all conditions precedent and covenants, if any, provided for in this Indenture relating to the proposed action have been satisfied; and

(ii) an Opinion of Counsel in form reasonably satisfactory to the Trustee (which shall include the statements set forth in Section 13.05 hereof) stating that, in the opinion of such counsel (who may rely upon an Officers' Certificate or certificates of public officials as to matters of fact), all such conditions precedent and covenants have been satisfied.

Section 13.05. Statements Required in Certificate or Opinion.

(a) Each certificate or opinion with respect to compliance with a condition or covenant provided for in this Indenture (other than a certificate provided pursuant to Section 4.04 hereof or TIA Section 314(a)(4)) shall comply with the provisions of TIA Section 314(e) and shall include:

(i) a statement that the Person making such certificate or opinion has read such covenant or condition;

(ii) a brief statement as to the nature and scope of the examination or investigation upon which the statements or opinions contained in such certificate or opinion are based;

(iii) a statement that, in the opinion of such Person, he or she has made such examination or investigation as is necessary to enable him or her to express an informed opinion as to whether or not such covenant or condition has been complied with; and

(iv) a statement as to whether or not, in the opinion of such Person, such condition or covenant has been complied with.

Section 13.06. Rules by Trustee and Agents.

The Trustee may make reasonable rules for action by or at a meeting of Holders. The Registrar or Paying Agent may make reasonable rules and set reasonable requirements for its functions.

Section 13.07. No Personal Liability of Directors, Officers, Employees and Stockholders.

No director, officer, employee, incorporator, stockholder, member, manager or partner, past, present or future, of the Company or any Subsidiary Guarantor, as such, will have any liability for any obligations of the Company or the Subsidiary Guarantors under the Notes, this Indenture, the Subsidiary Guarantees or for any claim based on, in respect of, or by reason of, such obligations or their creation. Each Holder of Notes by accepting a Note waives and releases all such liability. The waiver and release are part of the consideration for issuance of the Notes. The waiver may not be effective to waive liabilities under the federal securities laws.

Section 13.08. Governing Law; Waiver of Jury Trial.

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

EACH OF THE COMPANY, THE SUBSIDIARY GUARANTORS AND THE TRUSTEE HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS INDENTURE OR THE TRANSACTIONS CONTEMPLATED HEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PERSON HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PERSON WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS INDENTURE BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

Section 13.09. [Intentionally Omitted].

Section 13.10. No Adverse Interpretation of Other Agreements.

This Indenture may not be used to interpret any other indenture, loan or debt agreement of the Company or any of its Subsidiaries or of any other Person. Any such indenture, loan or debt agreement may not be used to interpret this Indenture.

Section 13.11. Successors.

All agreements of the Company in this Indenture and the Notes shall bind its successors. All agreements of the Trustee in this Indenture shall bind its successors. All agreements of each Subsidiary Guarantor in this Indenture shall bind such Subsidiary Guarantor's successors, except as otherwise provided in Sections 5.01(b) and 5.02.

Section 13.12. Severability.

In case any provision in this Indenture or the Notes shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

Section 13.13. Counterpart Originals.

The parties may sign any number of copies of this Indenture. Each signed copy shall be an original, but all of them together represent the same agreement. The exchange of copies of this Indenture and of signature pages by facsimile or PDF transmission shall constitute effective execution and delivery of this Indenture as to the parties hereto and may be used in lieu of the original Indenture for all purposes. Signatures of the parties hereto transmitted by facsimile or PDF shall be deemed to be their original signatures for all purposes.

Section 13.14. Acts of Holders.

(a) Any request, demand, authorization, direction, notice, consent, waiver or other action provided by this Indenture to be given or taken by the Holders may be embodied in and evidenced by one or more instruments of substantially similar tenor signed by such Holders in person or by agents duly appointed in writing; and, except as herein otherwise expressly provided, such action shall become effective when such instrument or instruments are delivered to the Trustee and, where it is hereby expressly required, to the Company. Such instrument or instruments (and the action embodied therein and evidenced thereby) are herein sometimes referred to as the "Act" of the Holders signing such instrument or instruments. Proof of execution of any such instrument or of a writing appointing any such agent shall be sufficient for any purpose of this Indenture and conclusive in favor of the Trustee and the Company if made in the manner provided in this Section 13.14.

(b) The fact and date of the execution by any Person of any such instrument or writing may be proved by the affidavit of a witness of such execution or by a certificate of a notary public or other officer authorized by law to take acknowledgments of deeds, certifying that the individual signing such instrument or writing acknowledged to such witness, notary or officer the execution thereof. Where such execution is by a signer acting in a capacity other than his individual capacity, such certificate or affidavit shall also constitute sufficient proof of authority. The fact and date of the execution of any such instrument or writing, or the authority of the Person executing the same, may also be proved in any other manner which the Trustee deems sufficient.

(c) Notwithstanding anything to the contrary contained in this Section 13.14, the principal amount and serial numbers of Notes held by any Holder, and the date of holding the same, shall be proved by the register of the Notes maintained by the Registrar as provided in Section 2.04.

(d) If the Company shall solicit from the Holders of the Notes any request, demand, authorization, direction, notice, consent, waiver or other Act, the Company may, at its option, by or pursuant to a Board Resolution, fix in advance a record date for the determination of Holders entitled to give such request, demand, authorization, direction, notice, consent, waiver or other Act, but the Company shall have no obligation to do so. Notwithstanding TIA Section 316(c), such record date shall be the record date specified in or pursuant to such resolution, which shall be a date not earlier than the date 30 days prior to the first solicitation of Holders generally in connection therewith or the date of the most recent list of Holders forwarded to the Trustee prior to such solicitation pursuant to Section 2.06 and not later than the date such solicitation is completed. If such a record date is fixed, such request, demand, authorization, direction, notice, consent, waiver or other Act may be given before or after such record date, but only the Holders of record at the close of business on such record date shall be deemed to be Holders for the purposes of determining whether Holders of the requisite proportion of the then outstanding Notes have authorized or agreed or consented to such request, demand, authorization, direction, notice, consent, waiver or other Act, and for that purpose the then outstanding Notes shall be computed as of such record date; *provided* that no such authorization, agreement or consent by the Holders on such record date shall be deemed effective unless it shall become effective pursuant to the provisions of this Indenture not later than eleven months after the record date.

(e) Any request, demand, authorization, direction, notice, consent, waiver or other Act of the Holder of any Note shall bind every future Holder of the same Note and the Holder of every Note issued upon the registration or transfer thereof or in exchange therefor or in lieu thereof in respect of anything done, omitted or suffered to be done by the Trustee or the Company in reliance thereon, whether or not notation of such action is made upon such Note.

(f) Without limiting the foregoing, a Holder entitled hereunder to take any action hereunder with regard to any particular Note may do so itself with regard to all or any part of the principal amount of such Note or by one or more duly appointed agents each of which may do so pursuant to such appointment with regard to all or any part of such principal amount.

Section 13.15. Benefit of Indenture.

Except as otherwise described herein, nothing in this Indenture, the Notes or the Subsidiary Guarantees shall give to any Person, other than the parties hereto, any Paying Agent, any Registrar and its successors hereunder, and the Holders, any benefit or any legal or equitable right, remedy or claim under this Indenture.

Section 13.16. Table of Contents, Headings, Etc.

The Table of Contents, Cross-Reference Table and Headings of the Articles and Sections of this Indenture have been inserted for convenience of reference only, are not to be considered a part of this Indenture and shall in no way modify or restrict any of the terms or provisions hereof.

Section 13.17. USA PATRIOT Act.

The parties hereto acknowledge that in accordance with Section 326 of the USA PATRIOT Act, the Trustee, like all financial institutions and in order to help fight the funding of terrorism and money laundering, is required to obtain, verify, and record information that identifies each person or legal entity that establishes a relationship or opens an account with the Trustee. The parties to this Indenture agree that they will provide the Trustee with such information as it may request in order for the Trustee to satisfy the requirements of the USA PATRIOT Act.

[**SIGNATURE PAGES FOLLOW**]

IN WITNESS WHEREOF, the parties have executed this Indenture as of the date first above written.

QORVO, INC.

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

AMALFI SEMICONDUCTOR, INC.
as a Guarantor

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

QORVO CALIFORNIA, INC.
as a Guarantor

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

QORVO OREGON, INC.
as a Guarantor

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

QORVO TEXAS, LLC
as a Guarantor
By: Qorvo US, Inc., its member

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

QORVO US, INC.
as a Guarantor

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

RFMD, LLC
as a Guarantor

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

MUFG UNION BANK, N.A.,
as Trustee

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

EXHIBIT A

[Face of Note]

[Include Applicable Legends]

CUSIP No.
ISIN No.

No.

QORVO, INC.

4.375% SENIOR NOTES DUE 2029

Issue Date:

Qorvo, Inc., a Delaware corporation (the "Company," which term includes any successor under the Indenture hereinafter referred to), for value received, promises to pay to CEDE & CO., or its registered assigns, the principal sum of _____ ($_____), or such other principal sum as shall be set forth in the Schedule of Exchanges of Interests attached hereto, on October 15, 2029.

Interest Payment Dates: April 15 and October 15, commencing April 15, 2020.

Record Dates: April 1 and October 1.

Reference is hereby made to the further provisions of this Note set forth on the reverse hereof, which further provisions shall for all purposes have the same effect as if set forth at this place.

[**SIGNATURE PAGE FOLLOWS**]

IN WITNESS WHEREOF, the Company has caused this instrument to be duly executed.

QORVO, INC.

By: _____
Name: _____
Title: _____

Dated: _____

This is one of the Notes referred to in the within-mentioned Indenture.

MUFG UNION BANK, N.A., as Trustee

By: _____
Name: _____
Title: _____

Dated: _____

[Reverse Side of Note]

Qorvo, Inc.

4.375% Senior Notes due 2029

Capitalized terms used herein shall have the meanings assigned to them in the Indenture referred to below unless otherwise indicated.

1. Interest. QORVO, INC., a Delaware corporation (such corporation, and its successors and assigns under the Indenture hereinafter referred to, being herein called the "Company"), promises to pay interest on the principal amount of this Note at 4.375% per annum from September 30, 2019. The Company shall pay interest semiannually in arrears on April 15 and October 15 of each year, commencing April 15, 2020 or, if any such day is not a Business Day, on the next succeeding Business Day. Interest on the Notes shall accrue from the most recent date to which interest has been paid or duly provided for or, if no interest has been paid or duly provided for, from September 30, 2019; *provided* that if there is no existing Default or Event of Default in the payment of interest, and if this Note is authenticated between a record date referred to on the face hereof and the next succeeding semiannual interest payment date (but after April 15, 2020), interest shall accrue from such next succeeding semiannual interest payment date, except in the case of the original issuance of the Notes, in which case interest shall accrue from the date of authentication. Interest shall be computed on the basis of a 360-day year of twelve 30-day months. The Company shall pay interest on overdue principal at the rate borne by the Notes plus 1% per annum, and it shall pay interest on overdue installments of interest at the same rate to the extent lawful. Interest shall be computed on the basis of a 360-day year comprised of twelve 30-day months. The interest rate on this Note will in no event be higher than the maximum rate permitted by New York law as the same may be modified by United States law of general application.

2. Method of Payment. The Company shall pay interest on the Notes (except defaulted interest) to the Persons who are registered Holders at the close of business on April 1 or October 1 immediately preceding the Interest Payment Date even if Notes are canceled after the record date and on or before the Interest Payment Date. Holders must surrender Notes to a Paying Agent to collect principal payments. The Company shall pay principal, premium, if any, and interest in money of the United States of America that at the time of payment is legal tender for payment of public and private debts. Payments in respect of the Notes represented by a Global Note (including principal, premium and interest) shall be made by wire transfer of immediately available funds to the accounts specified by the Depositary or any successor depositary. The Company will make all payments in respect of a Definitive Note (including principal, premium, if any, and interest), at the office of the Paying Agent, except that, at the option of the Company, payment of interest may be made by mailing a check to the registered address of each Holder thereof. Any payments of principal of and interest on this Note prior to Stated Maturity shall be binding upon all future Holders of this Note and of any Note issued upon the registration of transfer hereof or in exchange hereof or in lieu hereof, whether or not noted hereon. The amount due and payable at the maturity of this Note shall be payable only upon presentation and surrender of this Note at an office of the Trustee or the Trustee's agent appointed for such purposes.

3. Paying Agent and Registrar. Initially, MUFG UNION BANK, N.A. (the "Trustee") will act as Paying Agent and Registrar. The Company may appoint and change any Paying Agent or Registrar without notice. The Company or any of its domestically incorporated Restricted Subsidiaries may act as Paying Agent or Registrar.

4. Indenture. The Company issued the Notes under an Indenture dated as of September 30, 2019, among the Company, the Subsidiary Guarantors and the Trustee. The terms of the Notes include those stated in the Indenture and those made part of the Indenture by reference to the Trust Indenture Act of 1939 (15 U.S.C. §§ 77aaa-77bbbb) as amended (the "TIA"). Terms defined in the Indenture and not defined herein have the meanings ascribed thereto in the Indenture. The Notes are subject to all terms and provisions of the Indenture, and Holders (as defined in the Indenture) are referred to the Indenture and the TIA for a statement of such terms and provisions.

The Notes are senior unsubordinated unsecured obligations of the Company limited initially to $350,000,000 aggregate principal amount, which amount may be increased at the option of the Company if it determines to sell Additional Notes (subject to the terms of the Indenture). The Indenture imposes certain limitations on the ability of the Company and its Restricted Subsidiaries to, among other things, make certain Investments, make Restricted Payments, incur Indebtedness, enter into consensual restrictions upon the payment of certain dividends and distributions by such Restricted Subsidiaries, enter into or permit certain transactions with Affiliates and make Asset Dispositions. The Indenture also imposes limitations on the ability of the Company and each Subsidiary Guarantor to consolidate or merge with or into any other Person or convey, transfer or lease all or substantially all of its property.

To guarantee the due and punctual payment of the principal, premium, if any, and interest on the Notes and all other amounts payable by the Company under the Indenture and the Notes when and as the same shall be due and payable, whether at maturity, by acceleration or otherwise, according to the terms of the Notes and the Indenture, the Subsidiary Guarantors have, jointly and severally, unconditionally guaranteed the Guaranteed Obligations on a senior unsubordinated unsecured basis pursuant to the terms of the Indenture.

5. Optional Redemption.

(a) Except as set forth in this Section 5, the Notes may not be redeemed at the option of the Company.

(b) At any time and from time to time prior to October 15, 2024 the Company may redeem, on one or more occasions, up to a maximum of 35% of the original aggregate principal amount of the Notes, calculated after giving effect to any issuance of Additional Notes, with the Net Cash Proceeds of one or more Qualified Equity Offerings at a redemption price equal to 104.375% of the principal amount thereof, plus accrued and unpaid interest thereon to the redemption date, subject to the right of Holders of record on the relevant record date to receive interest due on the relevant Interest Payment Date; *provided*, *however*, that after giving effect to any such redemption:

(i) at least 65% of the original aggregate principal amount of the Notes, calculated after giving effect to any issuance of Additional Notes, remains outstanding immediately after such redemption; and

(ii) any such redemption by the Company must be completed within 90 days of completion of such Qualified Equity Offering and must be made in accordance with the applicable procedures set forth in the Indenture.

(c) At any time and from time to time prior to October 15, 2024, the Company may redeem on all or part of the Notes at a redemption price equal to the sum of (i) 100% of the principal amount thereof, plus (ii) the Applicable Premium as of the date of redemption, plus (iii) accrued and unpaid interest to the date of redemption, subject to the right of Holders of record on the relevant record date to receive interest due on the relevant Interest Payment Date.

(d) At any time and from time to time on or after October 15, 2024, the Company may redeem the Notes, in whole or in part, at the following redemption prices, expressed as percentages of principal amount, plus accrued and unpaid interest thereon to the redemption date, subject to the right of Holders of record on the relevant record date to receive interest due on the relevant Interest Payment Date, if redeemed during the twelve-month period commencing on October 15 of the years set forth below:

Year	Percentage
2024	102.188%
2025	101.458%
2026	100.729%
2027 and thereafter	100.000%

6. Mandatory Redemption. The Company is not required to make mandatory redemption or sinking fund payments with respect to the Notes.

7. Notice of Redemption. Notice of redemption will be mailed by first-class mail at least 30 days but not more than 60 days before the redemption date to each Holder of Notes to be redeemed at his or her registered address. Notes may be redeemed in part in integral multiples of $2,000 or any whole multiple of $1,000 in excess thereof. If notice of redemption has been given, the Notes or portions of Notes specified in such notice shall become due and payable on the date and at the place stated in such notice at the applicable redemption price, together with interest accrued to the date fixed for redemption, and on and after said date (unless the Company shall default in the payment of such Notes at the redemption price, together with interest accrued to said date) interest on the Notes or portions of Notes so called for redemption shall cease to accrue.

Any notice of redemption in connection with any Qualified Equity Offering or other securities offering of any financing, or in connection with a transaction (or series of related transactions) that constitutes a Change of Control, may, at the Company's discretion, be given prior to the completion thereof and be subject to one or more conditions precedent, including completion of the related Qualified Equity Offering, securities offering, financing or Change of Control.

8. Repurchase at Option of Holder. Upon a Change of Control Triggering Event, each Holder will have the right, subject to certain conditions specified in the Indenture, to cause the Company to repurchase all or any part of the Notes of such Holder at a purchase price equal to 101% of the principal amount of the Notes to be repurchased plus accrued and unpaid interest to the date of repurchase (subject to the right of Holders of record on the relevant record date to receive interest due on the relevant Interest Payment Date that is on or prior to the date of purchase) as provided in, and subject to the terms of, the Indenture; *provided*, *however*, the Company shall not be obligated to purchase the Notes upon a Change of Control Triggering Event in the event that it has optionally redeemed all the Notes. In accordance with Section 4.10 of the Indenture, the Company will be required to offer to purchase Notes upon the occurrence of certain events.

If Holders of not less than 90% in aggregate principal amount of the outstanding Notes validly tender and do not withdraw such Notes in a Change of Control Offer and the Company, or any third party making a Change of Control Offer in lieu of the Company as described above, purchases all of the Notes validly tendered and not withdrawn by such Holders, the Company or such third party will have the right, upon not less than 10 nor more than 60 days' prior notice, given not more than 30 days following such purchase pursuant to such Change of Control Offer, to redeem all Notes that remain outstanding following such purchase at a price in cash equal to 101% of the principal amount thereof plus accrued and unpaid interest to but excluding the date of such redemption.

9. Denominations, Transfer, Exchange. The Notes are in fully registered form, without coupons, in minimum denominations of $2,000 and any whole multiple of $1,000. A Holder may transfer or exchange Notes in accordance with the Indenture. Upon any transfer or exchange, the Registrar and the Trustee may require a Holder, among other things, to furnish appropriate endorsements or transfer documents and to pay any taxes required by law or permitted by the Indenture. The Company will not be required to transfer or exchange any outstanding Notes selected for redemption or purchase or to transfer or exchange any outstanding Notes for a period of 15 days prior to the selection of Notes to be redeemed or purchased or within 15 days of an Interest Payment Date.

10. Persons Deemed Owners. The registered Holder of this Note will be treated as the owner of it for all purposes.

11. Unclaimed Money. Subject to the applicable abandoned property laws, if money for the payment of principal or interest remains unclaimed for two years, the Trustee and the Paying Agent shall pay the money back to the Company at its written request unless an abandoned property law designates another Person. After any such payment, Holders entitled to the money must look to the Company for payment as general creditors and the Trustee and the Paying Agent shall have no further liability with respect to such monies.

12. Discharge and Defeasance. Subject to certain conditions, the Company at any time may terminate some of or all its obligations under the Notes and the Indenture if the Company deposits with the Trustee money or U.S. Government Obligations for the payment of principal and interest on the Notes to redemption or maturity, as the case may be.

13. Amendment, Waiver. Subject to certain exceptions set forth in the Indenture, the Indenture or the Notes may be amended with the written consent of the Holders of at least a majority in aggregate principal amount of the Notes then outstanding and any past default or compliance with any provisions may be waived with the consent of the Holders of a majority in aggregate principal amount of the Notes then outstanding (including consents obtained in connection with a purchase of, or tender offer or exchange offer for the Notes). Subject to certain exceptions set forth in the Indenture, without the consent of any Holder, the Company, the Subsidiary Guarantors and the Trustee may amend the Indenture to (i) convey, transfer, assign, mortgage or pledge any property or assets to the Trustee as security for the Notes; (ii) evidence the succession of another Person to the Company or any Subsidiary Guarantor, or successive successions, and the assumption by the successor Person of the covenants, agreements and obligations of the Company or any Subsidiary Guarantor under the Indenture pursuant to the provisions described under Article Five of the Indenture; (iii) add to the covenants of the Company and the Subsidiary Guarantors such further covenants, restrictions, conditions or provisions for the protection of the Holders of Notes; (iv) cure any ambiguity or correct or supplement any provision contained in the Indenture that may be defective or inconsistent with any other provision contained in the Indenture, or make such other provisions in regard to matters or questions arising under the Indenture as the Board of Directors may deem necessary or desirable and that shall not materially and adversely affect the interests of the Holders of Notes; (v) evidence and provide for the acceptance of appointment under the Indenture by a successor Trustee with respect to the Notes and add to or change any of the provisions of the Indenture as shall be necessary to provide for or facilitate the administration of the trusts under the Indenture by more than the one Trustee pursuant to the requirements of the Indenture; (vi) provide for uncertificated Notes in addition to or in place of certificated Notes; *provided*, *however*, that the uncertificated Notes are issued in registered form for purposes of Section 163(f) of the Code, or in a manner such that the uncertificated Notes are described in Section 163(f)(2)(B) of the Code; (vii) add additional Subsidiary Guarantees with respect to the Notes and release any Subsidiary Guarantor in accordance with the Indenture; (viii) provide for the issuance of Additional Notes; (ix) conform the text of the Indenture or the Notes to any provision of the Description of Notes in the offering memorandum related to the Initial Notes; or (x) comply with any requirement of the SEC in connection with the qualification of the Indenture under the TIA.

14. Defaults and Remedies. If an Event of Default (other than an Event of Default relating to certain events of bankruptcy, insolvency or reorganization of the Company) occurs and is continuing, the Trustee or the Holders of at least 25% in principal amount of the outstanding Notes by notice to the Company (and the Trustee if given by the Holders) may declare the principal of and accrued but unpaid interest on all the Notes to be due and payable. Upon such a declaration, such principal and interest will be due and payable immediately. If an Event of Default relating to certain bankruptcy provisions occurs, the principal of and interest on all the Notes will become immediately due and payable without any declaration or other act on the part of the Trustee or any Holders. Under certain circumstances, the Holders of a majority in principal amount of the outstanding Notes may rescind any such acceleration with respect to the Notes and its consequences.

No Holder of any Notes shall have any right, by virtue or by availing of any provision of this Indenture or the Notes, to institute any action or proceeding at law or in equity or in bankruptcy or otherwise with respect to this Indenture or the Notes, or for the appointment of a trustee, receiver, liquidator, custodian or other similar official or for any other remedy hereunder, unless such Holder previously shall have given to the Trustee written notice of an Event of Default and of the continuance thereof and the Holders of not less than 25% in aggregate principal amount of the Notes shall have made written request upon the Trustee to institute such action or proceedings in its own name as Trustee hereunder and shall have offered to the Trustee security or indemnity reasonably satisfactory to it as it may require, against the costs, expenses and liabilities to be incurred therein or thereby and the Trustee for 60 days after its receipt of such notice, request and offer of security or indemnity shall have failed to institute any such action or proceeding and no direction inconsistent with such written request shall have been given to the Trustee during such 60-day period by Holders of a majority in principal amount of the Notes then outstanding; it being understood and intended, and being expressly covenanted by the Holder of every Notes with every other Holder of a Note and the Trustee, that no one or more Holders of Notes shall have any right in any manner whatever, by virtue or by availing of any provision of this Indenture, to affect, disturb or prejudice the rights of any other such Holder of Notes, or to obtain or seek to obtain priority over or preference to any other such Holder or to enforce any right under this Indenture, except in the manner herein provided and for the equal, ratable and common benefit of all Holders of the Notes.

15. Trustee Dealings with Company. Subject to certain limitations imposed by the TIA, the Trustee in its individual or any other capacity may become the owner or pledgee of Notes and may otherwise deal with and collect obligations owed to it by the Company or its Affiliates and may otherwise deal with the Company or its Affiliates with the same rights it would have if it were not Trustee.

16. No Recourse Against Others. No director, officer, employee, incorporator, stockholder, member, manager or partner of the Company or any Subsidiary Guarantor, as such, will have any liability for any obligations of the Company or the Subsidiary Guarantors under the Notes, the Indenture, the Subsidiary Guarantees or for any claim based on, in respect of, or by reason of, such obligations or their creation. Each Holder of Notes by accepting a Note waives and releases all such liability. The waiver and release are part of the consideration for issuance of the Notes. The waiver may not be effective to waive liabilities under the federal securities laws.

17. Authentication. This Note shall not be valid until an authorized signatory of the Trustee (or an authenticating agent) manually signs the certificate of authentication on the other side of this Note.

18. Abbreviations. Customary abbreviations may be used in the name of a Holder or an assignee, such as TEN COM (=tenants in common), TEN ENT (=tenants by the entireties), JT TEN (=joint tenants with rights of survivorship and not as tenants in common), CUST (=custodian), and U/G/M/A (=Uniform Gift to Minors Act).

19. Governing Law. THIS SECURITY SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

20. CUSIP and ISIN Numbers. The Company has caused CUSIP and ISIN numbers to be printed on the Notes and has directed the Trustee to use CUSIP and ISIN numbers in notices of redemption as a convenience to Holders. No representation is made as to the accuracy of such numbers either as printed on the Notes or as contained in any notice of redemption and reliance may be placed only on the other identification numbers placed thereon.

ASSIGNMENT FORM

To assign this Note, fill in the form below:

(I) or (we) assign and transfer this Note to:

_____

(INSERT ASSIGNEE'S LEGAL NAME)

_____

(Insert assignee's soc. sec. or tax I.D. no.)

_____

_____

_____

_____

(Print or type assignee's name, address and zip code)

and irrevocably appoint _____

to transfer this Note on the books of the Company. The agent may substitute another to act for him.

Date: _____ Your Signature: _____

(Sign exactly as your name appears on the face of this Note)

Signature Guarantee*: _____

* Participant in a recognized Signature Guarantee Medallion Program (or other signature guarantor acceptable to the Trustee).

OPTION OF HOLDER TO ELECT PURCHASE

If you want to elect to have this Note purchased by the Company pursuant to Section 4.10 (Sale of Assets) or Section 4.14 (Change of Control Triggering Event) of the Indenture, check the appropriate box below:

Section 4.10 Section 4.14

If you want to elect to have only part of the Note purchased by the Company pursuant to Section 4.10 or Section 4.14 of the Indenture, state the amount you elect to have purchased ($1,000 or an integral multiple thereof):

$_____

Date: _____

Your Signature: _____
(Sign exactly as your name appears on the face of this Note)

Tax Identification No.: _____

Signature Guarantee*: _____

* Participant in a recognized Signature Guarantee Medallion Program (or other signature guarantor acceptable to the Trustee).

[***To be inserted for Rule 144A Global Note***]

SCHEDULE OF EXCHANGES OF INTERESTS IN THE GLOBAL NOTE

The following exchanges of a part of this Global Note for an interest in another Global Note or for a Definitive Note, or exchanges of a part of another Global Note or Definitive Note for an interest in this Global Note, have been made:

Date of Exchange	Amount of Decrease in Principal Amount at Maturity of this Global Note	Amount of Increase in Principal Amount at Maturity of this Global Note	Principal Amount at Maturity of this Global Note Following such decrease (or increase)	Signature of Authorized Signatory of Trustee or Custodian

[***To be inserted for Regulation S Global Note***]

SCHEDULE OF EXCHANGES OF REGULATION S GLOBAL NOTE

The following exchanges of a part of this Regulation S Global Note for an interest in another Global Note or of other Restricted Global Notes for an interest in this Regulation S Global Note, have been made:

Date of Exchange	Amount of Decrease in Principal Amount at Maturity of this Global Note	Amount of Increase in Principal Amount at Maturity of this Global Note	Principal Amount at Maturity of this Global Note Following such decrease (or increase)	Signature of Authorized Signatory of Trustee or Custodian

EXHIBIT B

FORM OF CERTIFICATE OF TRANSFER

Qorvo, Inc.
7628 Thorndike Road
Greensboro, NC 27409
Facsimile: (910) 475-8535
Attention: Mark J. Murphy

MUFG Union Bank, N.A.
1251 Avenue of the Americas, 19th Floor
New York, New York 10020
Facsimile: (646) 452-2000
Attention: Corporate Trust

Re: 4.375% Senior Notes due 2029

Reference is hereby made to the Indenture, dated as September 30, 2019 (the "Indenture"), among Qorvo, Inc., a Delaware corporation (the "Company"), the Subsidiary Guarantors, and MUFG Union Bank, N.A., as Trustee. Capitalized terms used but not defined herein shall have the meanings given to them in the Indenture.

_____ (the "Transferor") owns and proposes to transfer the 4.375% Senior Notes due 2029 (the "Notes") of the Company or interest in such Note[s] specified in Annex A hereto, in the principal amount of $_____ in such Note[s] or interests (the "Transfer"), to _____ (the "Transferee"), as further specified in Annex A hereto. In connection with the Transfer, the Transferor hereby certifies that:

[CHECK ALL THAT APPLY]

☐ 1. Check if Transferee will take delivery of a beneficial interest in the 144A Global Note or a Definitive Note pursuant to Rule 144A. The Transfer is being effected pursuant to and in accordance with Rule 144A under the Securities Act of 1933, as amended (the "Securities Act"), and, accordingly, the Transferor hereby further certifies that the beneficial interest or Definitive Note is being transferred to a Person that the Transferor reasonably believed and believes is purchasing the beneficial interest or Definitive Note for its own account, or for one or more accounts with respect to which such Person exercises sole investment discretion, and such Person and each such account is a "qualified institutional buyer" within the meaning of Rule 144A in a transaction meeting the requirements of Rule 144A and such Transfer is in compliance with any applicable blue sky securities laws of any state of the United States. Upon consummation of the proposed Transfer in accordance with the terms of the Indenture, the transferred beneficial interest or Definitive Note will be subject to the restrictions on transfer enumerated in the Private Placement Legend printed on the 144A Global Note and/or the Definitive Note and in the Indenture and the Securities Act.

☐ 2. Check if Transferee will take delivery of a beneficial interest in a Legended Regulation S Global Note, or a Definitive Note pursuant to Regulation S. The Transfer is being effected pursuant to and in accordance with Rule 903 or Rule 904 under the Securities Act and, accordingly, the Transferor hereby further certifies that (i) the Transfer is not being made to a person in the United States and (x) at the time the buy order was originated, the Transferee was outside the United States or such Transferor and any Person acting on its behalf reasonably believed and believes that the Transferee was outside the United States or (y) the transaction was executed in, on or through the facilities of a designated offshore securities market and neither such Transferor nor any Person acting on its behalf knows that the transaction was prearranged with a buyer in the United States, (ii) no directed selling efforts have been made in contravention of the requirements of Rule 903(b) or Rule 904(b) of Regulation S under the Securities Act, (iii) the transaction is not part of a plan or scheme to evade the registration requirements of the Securities Act and (iv) if the proposed transfer is being made prior to the expiration of the Restricted Period, the transfer is not being made to a U.S. Person or for the account or benefit of a U.S. Person (other than an Initial Purchaser). Upon consummation of the proposed transfer in accordance with the terms of the Indenture, the transferred beneficial interest or Definitive Note will be subject to the restrictions on transfer enumerated in the Private Placement Legend printed on the Legended Regulation S Global Note and/or the Definitive Note and in the Indenture and the Securities Act.

☐ 3. Check and complete if Transferee will take delivery of a beneficial interest in an Unrestricted Global Note pursuant to any provision of the Securities Act other than Rule 144A or Regulation S. The Transfer is being effected in compliance with the transfer restrictions applicable to beneficial interests in Restricted Global Notes and Restricted Definitive Notes and pursuant to and in accordance with the Securities Act and any applicable blue sky securities laws of any state of the United States, and accordingly the Transferor hereby further certifies that (check one):

☐ (a) such Transfer is being effected pursuant to and in accordance with Rule 144 under the Securities Act; or

☐ (b) such Transfer is being effected to the Company or a subsidiary thereof; or

☐ (c) such Transfer is being effected pursuant to an effective registration statement under the Securities Act and in compliance with the prospectus delivery requirements of the Securities Act.

☐ 4. Check if Transferee will take delivery of a beneficial interest in an Unrestricted Global Note or an Unrestricted Definitive Note.

☐ (a) Check if Transfer is pursuant to Rule 144. (i) The Transfer is being effected pursuant to and in accordance with Rule 144 under the Securities Act and in compliance with the transfer restrictions contained in the Indenture and any applicable blue sky securities laws of any state of the United States and (ii) the restrictions on transfer contained in the Indenture and the Private Placement Legend are not required in order to maintain compliance with the Securities Act. Upon consummation of the proposed Transfer in accordance with the terms of the Indenture, the transferred beneficial interest or Definitive Note will no longer be subject to the restrictions on transfer enumerated in the Private Placement Legend printed on the Restricted Global Notes, on Restricted Definitive Notes and in the Indenture.

☐ (b) Check if Transfer is pursuant to Regulation S. (i) The Transfer is being effected pursuant to and in accordance with Rule 903 or Rule 904 under the Securities Act and in compliance with the transfer restrictions contained in the Indenture and any applicable blue sky securities laws of any state of the United States and (ii) the restrictions on transfer contained in the Indenture and the Private Placement Legend are not required in order to maintain compliance with the Securities Act. Upon consummation of the proposed Transfer in accordance with the terms of the Indenture, the transferred beneficial interest or Definitive Note will no longer be subject to the restrictions on transfer enumerated in the Private Placement Legend printed on the Restricted Global Notes, on Restricted Definitive Notes and in the Indenture.

☐ (c) Check if Transfer is pursuant to other exemption. (i) The Transfer is being effected pursuant to and in compliance with an exemption from the registration requirements of the Securities Act other than Rule 144, Rule 903 or Rule 904 and in compliance with the transfer restrictions contained in the Indenture and any applicable blue sky securities laws of any State of the United States and (ii) the restrictions on transfer contained in the Indenture and the Private Placement Legend are not required in order to maintain compliance with the Securities Act. Upon consummation of the proposed Transfer in accordance with the terms of the Indenture, the transferred beneficial interest or Definitive Note will not be subject to the restrictions on transfer enumerated in the Private Placement Legend printed on the Restricted Global Notes or Restricted Definitive Notes and in the Indenture.

This certificate and the statements contained herein are made for your benefit and the benefit of the Company.

Dated: _____

[Insert Name of Transferor]

By: _____
Name: _____
Title: _____

ANNEX A TO CERTIFICATE OF TRANSFER

1. The Transferor owns and proposes to transfer the following:

[CHECK ONE OF (a) OR (b)]

☐ (a) a beneficial interest in the:

(i) 144A Global Note (CUSIP _____); or

Regulation S Global Note (CUSIP _____); or

☐ (b) a Restricted Definitive Note.

2. After the Transfer the Transferee will hold:

[CHECK ONE]

☐ (a) a beneficial interest in the:

(i) 144A Global Note (CUSIP _____); or

(ii) Regulation S Global Note (CUSIP _____); or

(iii) Unrestricted Global Note (CUSIP _____); or

☐ (b) a Restricted Definitive Note; or

☐ (c) an Unrestricted Definitive Note,

in accordance with the terms of the Indenture.

EXHIBIT C

FORM OF CERTIFICATE OF EXCHANGE

Qorvo, Inc.
7628 Thorndike Road
Greensboro, NC 27409
Facsimile: (910) 475-8535
Attention: Mark J. Murphy

MUFG Union Bank, N.A.
1251 Avenue of the Americas, 19th Floor
New York, New York 10020
Facsimile: (646) 452-2000
Attention: Corporate Trust

Re: 4.375% Senior Notes due 2029

Reference is hereby made to the Indenture, dated as of September 30, 2019 (the "Indenture"), among Qorvo, Inc., a Delaware corporation (the "Company"), the Subsidiary Guarantors, and MUFG Union Bank, N.A., as Trustee. Capitalized terms used but not defined herein shall have the meanings given to them in the Indenture.

_____ (the "Owner") owns and proposes to exchange the 4.375% Senior Notes due 2029 (the "Notes") of the Company or interest in such Note[s] specified herein, in the principal amount of $_____ in such Note[s] or interests (the "Exchange"). In connection with the Exchange, the Owner hereby certifies that:

1. Exchange of Restricted Definitive Notes or Beneficial Interests in a Restricted Global Note for Unrestricted Definitive Notes or Beneficial Interests in an Unrestricted Global Note

☐ (a) Check if Exchange is from beneficial interest in a Restricted Global Note to beneficial interest in an Unrestricted Global Note. In connection with the Exchange of the Owner's beneficial interest in a Restricted Global Note for a beneficial interest in an Unrestricted Global Note in an equal principal amount, the Owner hereby certifies (i) the beneficial interest is being acquired for the Owner's own account without transfer, (ii) such Exchange has been effected in compliance with the transfer restrictions applicable to the Global Notes and pursuant to and in accordance with the United States Securities Act of 1933, as amended (the "Securities Act"), (iii) the restrictions on transfer contained in the Indenture and the Private Placement Legend are not required in order to maintain compliance with the Securities Act and (iv) the beneficial interest in an Unrestricted Global Note is being acquired in compliance with any applicable blue sky securities laws of any state of the United States.

☐ (b) Check if Exchange is from beneficial interest in a Restricted Global Note to Unrestricted Definitive Note. In connection with the Exchange of the Owner's beneficial interest in a Restricted Global Note for an Unrestricted Definitive Note, the Owner hereby certifies (i) the Definitive Note is being acquired for the Owner's own account without transfer, (ii) such Exchange has been effected in compliance with the transfer restrictions applicable to the Restricted Global Notes and pursuant to and in accordance with the Securities Act, (iii) the restrictions on transfer contained in the Indenture and the Private Placement Legend are not required in order to maintain compliance with the Securities Act and (iv) the Definitive Note is being acquired in compliance with any applicable blue sky securities laws of any state of the United States.

☐ (c) Check if Exchange is from Restricted Definitive Note to beneficial interest in an Unrestricted Global Note. In connection with the Owner's Exchange of a Restricted Definitive Note for a beneficial interest in an Unrestricted Global Note, the Owner hereby certifies (i) the beneficial interest is being acquired for the Owner's own account without transfer, (ii) such Exchange has been effected in compliance with the transfer restrictions applicable to Restricted Definitive Notes and pursuant to and in accordance with the Securities Act, (iii) the restrictions on transfer contained in the Indenture and the Private Placement Legend are not required in order to maintain compliance with the Securities Act and (iv) the beneficial interest is being acquired in compliance with any applicable blue sky securities laws of any state of the United States.

☐ (d) Check if Exchange is from Restricted Definitive Note to Unrestricted Definitive Note. In connection with the Owner's Exchange of a Restricted Definitive Note for an Unrestricted Definitive Note, the Owner hereby certifies (i) the Unrestricted Definitive Note is being acquired for the Owner's own account without transfer, (ii) such Exchange has been effected in compliance with the transfer restrictions applicable to Restricted Definitive Notes and pursuant to and in accordance with the Securities Act, (iii) the restrictions on transfer contained in the Indenture and the Private Placement Legend are not required in order to maintain compliance with the Securities Act and (iv) the Unrestricted Definitive Note is being acquired in compliance with any applicable blue sky securities laws of any state of the United States.

2. Exchange of Restricted Definitive Notes or Beneficial Interests in Restricted Global Notes for Restricted Definitive Notes or Beneficial Interests in Restricted Global Notes

☐ (a) Check if Exchange is from beneficial interest in a Restricted Global Note to Restricted Definitive Note. In connection with the Exchange of the Owner's beneficial interest in a Restricted Global Note for a Restricted Definitive Note with an equal principal amount, the Owner hereby certifies that the Restricted Definitive Note is being acquired for the Owner's own account without transfer. Upon consummation of the proposed Exchange in accordance with the terms of the Indenture, the Restricted Definitive Note issued will continue to be subject to the restrictions on transfer enumerated in the Private Placement Legend printed on the Restricted Definitive Note and in the Indenture and the Securities Act.

☐ (b) Check if Exchange is from Restricted Definitive Note to beneficial interest in a Restricted Global Note. In connection with the Exchange of the Owner's Restricted Definitive Note for a beneficial interest in the [CHECK ONE]:

☐ 144A Global Note

☐ Regulation S Global Note

with an equal principal amount, the Owner hereby certifies (i) the beneficial interest is being acquired for the Owner's own account without transfer and (ii) such Exchange has been effected in compliance with the transfer restrictions applicable to the Restricted Global Notes and pursuant to and in accordance with the Securities Act, and in compliance with any applicable blue sky securities laws of any state of the United States. Upon consummation of the proposed Exchange in accordance with the terms of the Indenture, the beneficial interest issued will be subject to the restrictions on transfer enumerated in the Private Placement Legend printed on the relevant Restricted Global Note and in the Indenture and the Securities Act.

This certificate and the statements contained herein are made for your benefit and the benefit of the Company.

Dated: _____

[Insert Name of Transferor]

By: _____
Name: _____
Title: _____

EXHIBIT D

[ ] SUPPLEMENTAL INDENTURE

[ ] SUPPLEMENTAL INDENTURE (this "[ ] Supplemental Indenture") dated as of [ ], among [GUARANTOR] (the "New Guarantor"), a subsidiary of Qorvo, Inc., a Delaware corporation (the "Company"), and MUFG Union Bank, N.A., as trustee under the indenture referred to below (the "Trustee").

W I T N E S S E T H :

WHEREAS the Company and certain subsidiaries of the Company listed in Schedule I attached hereto (the "Existing Guarantors") have heretofore executed and delivered to the Trustee an Indenture, dated as of September 30, 2019 (the "Indenture"), providing for the issuance of the Company's 4.375% Senior Notes due 2029 (the "Notes");

WHEREAS Section 4.18 of the Indenture provides that under certain circumstances the Company is required to cause the New Guarantor to execute and deliver to the Trustee a supplemental indenture pursuant to which the New Guarantor shall unconditionally guarantee all the Company's obligations under the Notes pursuant to a Subsidiary Guarantee on the terms and conditions set forth herein; and

WHEREAS pursuant to Section 9.01(a)(7) of the Indenture, the Trustee and the Company are authorized to execute and deliver this [ ] Supplemental Indenture without the consent of holders of the Notes;

NOW THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt of which is hereby acknowledged, the New Guarantor, the Company and the Trustee mutually covenant and agree for the equal and ratable benefit of the holders of the Notes as follows:

1. AGREEMENT TO GUARANTEE. The New Guarantor hereby agrees, jointly and severally with all the Existing Guarantors, to unconditionally guarantee the Company's obligations under the Notes on the terms and subject to the conditions set forth in Article Ten of the Indenture and to be bound by all other applicable provisions of the Indenture and the Notes.

2. RATIFICATION OF INDENTURE; SUPPLEMENTAL INDENTURES PART OF INDENTURE. Except as expressly amended hereby, the Indenture is in all respects ratified and confirmed and all the terms, conditions and provisions thereof shall remain in full force and effect. This [ ] Supplemental Indenture shall form a part of the Indenture for all purposes, and every holder of Notes heretofore or hereafter authenticated and delivered shall be bound hereby.

3. GOVERNING LAW. THIS [ ] SUPPLEMENTAL INDENTURE SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

4. TRUSTEE. The Trustee shall not be responsible in any manner whatsoever for or in respect of the validity or sufficiency of this [ ] Supplemental Indenture or the Subsidiary Guarantee for or in respect of the recitals contained herein, all of which recitals are made solely by the New Guarantor and the Company. All of the provisions contained in the Indenture in respect of the rights, privileges, protections, immunities, powers and duties of the Trustee shall be applicable in respect of this [ ] Supplemental Indenture as fully and with like force and effect as though fully set forth in full herein.

5. COUNTERPARTS. The parties may sign any number of copies of this [ ] Supplemental Indenture. Each signed copy shall be an original, but all of them together represent the same agreement. The exchange of copies of this [ ] Supplemental Indenture and of signature pages by facsimile or PDF transmission shall constitute effective execution and delivery of this [ ] Supplemental Indenture as to the parties hereto and may be used in lieu of the original [ ] Supplemental Indenture for all purposes. Signatures of the parties hereto transmitted by facsimile or PDF shall be deemed to be their original signatures for all purposes.

6. EFFECT OF HEADINGS. The Section headings herein are for convenience only and shall not effect the construction thereof.

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

[NEW GUARANTOR]

By: _____
Name: _____
Title: _____

QORVO, INC.

By: _____
Name: _____
Title: _____

MUFG UNION BANK, N.A., as Trustee

By: _____
Name: _____
Title: _____

Schedule I

Exhibit 4.10

EXECUTION VERSION

QORVO, INC.,

EACH OF THE SUBSIDIARY GUARANTORS NAMED
ON THE SIGNATURE PAGES HERETO
and

MUFG UNION BANK, N.A.,
as Trustee

SUPPLEMENTAL INDENTURE

Dated as of December 20, 2019

4.375% Senior Notes due 2029

This SUPPLEMENTAL INDENTURE, dated as of December 20, 2019 (this "Supplemental Indenture"), is among Qorvo, Inc., a Delaware corporation (the "Company"), the Subsidiary Guarantors listed on Schedule A hereto (the "Subsidiary Guarantors" and, collectively with the Company, the "Qorvo Parties"), and MUFG Union Bank, N.A., as trustee (the "Trustee") under the Indenture referred to below.

WHEREAS, the Company, the Subsidiary Guarantors and the Trustee have executed and delivered an indenture, dated as of September 30, 2019 (the "Base Indenture" and, together with this Supplemental Indenture, the "Indenture"), providing for the issuance by the Company of an unlimited aggregate principal amount of its 4.375% Senior Notes due 2029 (the "2029 Notes");

WHEREAS, on September 30, 2019, the Company issued $350,000,000 aggregate principal amount of 2029 Notes (the "Initial Notes") pursuant to the Base Indenture;

WHEREAS, Sections 2.02 and 9.01 of the Base Indenture provide that, without notice to or consent of the Holders, the Company may, from time to time and in accordance therewith, create and issue Additional Notes (subject to the Company's compliance with Article Four of the Indenture), and such Additional Notes shall be consolidated with and form a single class with the Initial Notes and shall have the same terms as to status, redemption or otherwise as the Initial Notes;

WHEREAS, each of the Qorvo Parties desires to execute and deliver this Supplemental Indenture for the purpose of issuing $200,000,000 in aggregate principal amount of additional 2029 Notes (the "Additional Senior Notes" and, together with the Initial Notes, the "Notes");

WHEREAS, the Additional Senior Notes shall constitute Additional Notes pursuant to the Indenture; and

WHEREAS, pursuant to the satisfaction of the conditions set forth in Section 9.06 of the Base Indenture, the Trustee is authorized and directed to execute and deliver this Supplemental Indenture.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt of which is hereby acknowledged, in order to establish the terms of the Additional Senior Notes, the Qorvo Parties and the Trustee mutually covenant and agree for the equal and ratable benefit of the Holders of Additional Senior Notes as follows:

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

(2) Reference to and Effect on Base Indenture. Upon the date hereof, each reference in the Base Indenture to "this Indenture," "hereunder," "hereof," or "herein" shall mean and be a reference to the Base Indenture as supplemented by this Supplemental Indenture, unless the context requires otherwise. This Supplemental Indenture shall form a part of the Base Indenture for all purposes.

(3) Additional Senior Notes. As of the date hereof, the Company will issue, and the Trustee is directed to authenticate and deliver, the Additional Senior Notes in the manner contemplated by the Base Indenture. The Additional Senior Notes shall be consolidated with and form a single class with the Initial Notes and shall have the same terms and conditions in all respects with the Initial Notes, except that the issue date of the Additional Senior Notes shall be December 20, 2019 and the Additional Senior Notes shall be subject to the Registration Rights Agreement, dated December 20, 2019, among the Company, the Subsidiary Guarantors and BofA Securities, Inc., as representative of the several initial purchasers. Each of the Subsidiary Guarantors reaffirms its Guarantee, in each case, as set forth in Article 10 of the Base Indenture with regard to such Additional Senior Notes.

(4) Form of Additional Senior Notes. The Additional Senior Notes shall initially be evidenced by one or more Global Notes, substantially in the form of Exhibit A hereto.

(5) No Personal Liability of Directors, Officers, Employees and Stockholders. No director, officer, employee, incorporator, stockholder, member, manager or partner, past, present or future, of the Company or any Subsidiary Guarantor, as such, will have any liability for any obligations of the Company or the Subsidiary Guarantors under the Notes, the Indenture, the Subsidiary Guarantees or for any claim based on, in respect of, or by reason of, such obligations or their creation. Each Holder of Notes by accepting a Note waives and releases all such liability. The waiver and release are part of the consideration for issuance of the Notes. The waiver may not be effective to waive liabilities under the federal securities laws.

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

(7) Counterpart Originals. The parties may sign any number of copies of this Supplemental Indenture. Each signed copy shall be an original, but all of them together represent the same agreement. The exchange of copies of this Supplemental Indenture and of signature pages by facsimile or PDF transmission shall constitute effective execution and delivery of this Supplemental Indenture as to the parties hereto and may be used in lieu of the original Supplemental Indenture for all purposes. Signatures of the parties hereto transmitted by facsimile or PDF shall be deemed to be their original signatures for all purposes.

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

(9) The Trustee. The Trustee shall not be responsible in any manner whatsoever for or in respect of the validity or sufficiency of this Supplemental Indenture or the Notes or for or in respect of the statements or recitals contained herein or in the Notes, all of which statements and recitals are made solely by the Qorvo Parties, and the Trustee shall not be accountable for the Company's use of the proceeds from the Notes.

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

(11) Continued Effect. Except as expressly supplemented and amended by this Supplemental Indenture, the Base Indenture shall continue in full force and effect in accordance with the provisions thereof, and the Base Indenture (as supplemented and amended by this Supplemental Indenture) is in all respects hereby ratified and confirmed. This Supplemental Indenture and all the terms and conditions of this Supplemental Indenture, with respect to the Notes, shall be and be deemed to be part of the terms and conditions of the Base Indenture for any and all purposes.

[Signature pages follow.]

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

QORVO, INC.

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

AMALFI SEMICONDUCTOR, INC.
as a Guarantor

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

QORVO CALIFORNIA, INC.
as a Guarantor

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

QORVO OREGON, INC.
as a Guarantor

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

QORVO TEXAS, LLC
as a Guarantor
By: Qorvo US, Inc., its member

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

[Signature Page to Supplemental Indenture]

QORVO US, INC.
as a Guarantor

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

RFMD, LLC
as a Guarantor

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

[Signature Page to Supplemental Indenture]

MUFG UNION BANK, N.A.
as Trustee

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

[Signature Page to Supplemental Indenture]

SCHEDULE A

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

EXHIBIT A

[Face of Note]

[Include Applicable Legends]

CUSIP No.
ISIN No.

No.

QORVO, INC.

4.375% SENIOR NOTES DUE 2029

Issue Date:

Qorvo, Inc., a Delaware corporation (the "Company," which term includes any successor under the Indenture hereinafter referred to), for value received, promises to pay to CEDE & CO., or its registered assigns, the principal sum of _____ ($_____), or such other principal sum as shall be set forth in the Schedule of Exchanges of Interests attached hereto, on October 15, 2029.

Interest Payment Dates: April 15 and October 15, commencing April 15, 2020.

Record Dates: April 1 and October 1.

Reference is hereby made to the further provisions of this Note set forth on the reverse hereof, which further provisions shall for all purposes have the same effect as if set forth at this place.

[**SIGNATURE PAGE FOLLOWS**]

IN WITNESS WHEREOF, the Company has caused this instrument to be duly executed.

QORVO, INC.

By: _____
Name: _____
Title: _____

Dated: _____

This is one of the Notes referred to in the within-mentioned Indenture.

MUFG UNION BANK, N.A., as Trustee

By: _____
Name: _____
Title: _____

Dated: _____

[Reverse Side of Note]

Qorvo, Inc.

4.375% Senior Notes due 2029

Capitalized terms used herein shall have the meanings assigned to them in the Indenture referred to below unless otherwise indicated.

1. Interest. QORVO, INC., a Delaware corporation (such corporation, and its successors and assigns under the Indenture hereinafter referred to, being herein called the "Company"), promises to pay interest on the principal amount of this Note at 4.375% per annum from September 30, 2019. The Company shall pay interest semiannually in arrears on April 15 and October 15 of each year, commencing April 15, 2020 or, if any such day is not a Business Day, on the next succeeding Business Day. Interest on the Notes shall accrue from the most recent date to which interest has been paid or duly provided for or, if no interest has been paid or duly provided for, from September 30, 2019; *provided* that if there is no existing Default or Event of Default in the payment of interest, and if this Note is authenticated between a record date referred to on the face hereof and the next succeeding semiannual interest payment date (but after April 15, 2020), interest shall accrue from such next succeeding semiannual interest payment date, except in the case of the original issuance of the Notes, in which case interest shall accrue from the date of authentication. Interest shall be computed on the basis of a 360-day year of twelve 30-day months. The Company shall pay interest on overdue principal at the rate borne by the Notes plus 1% per annum, and it shall pay interest on overdue installments of interest at the same rate to the extent lawful. Interest shall be computed on the basis of a 360-day year comprised of twelve 30-day months. The interest rate on this Note will in no event be higher than the maximum rate permitted by New York law as the same may be modified by United States law of general application.

2. Method of Payment. The Company shall pay interest on the Notes (except defaulted interest) to the Persons who are registered Holders at the close of business on April 1 or October 1 immediately preceding the Interest Payment Date even if Notes are canceled after the record date and on or before the Interest Payment Date. Holders must surrender Notes to a Paying Agent to collect principal payments. The Company shall pay principal, premium, if any, and interest in money of the United States of America that at the time of payment is legal tender for payment of public and private debts. Payments in respect of the Notes represented by a Global Note (including principal, premium and interest) shall be made by wire transfer of immediately available funds to the accounts specified by the Depositary or any successor depositary. The Company will make all payments in respect of a Definitive Note (including principal, premium, if any, and interest), at the office of the Paying Agent, except that, at the option of the Company, payment of interest may be made by mailing a check to the registered address of each Holder thereof. Any payments of principal of and interest on this Note prior to Stated Maturity shall be binding upon all future Holders of this Note and of any Note issued upon the registration of transfer hereof or in exchange hereof or in lieu hereof, whether or not noted hereon. The amount due and payable at the maturity of this Note shall be payable only upon presentation and surrender of this Note at an office of the Trustee or the Trustee's agent appointed for such purposes.

3. Paying Agent and Registrar. Initially, MUFG UNION BANK, N.A. (the "Trustee") will act as Paying Agent and Registrar. The Company may appoint and change any Paying Agent or Registrar without notice. The Company or any of its domestically incorporated Restricted Subsidiaries may act as Paying Agent or Registrar.

4. Indenture. The Company issued the Notes under an Indenture dated as of September 30, 2019 (as amended, restated, modified or supplemented from time to time), among the Company, the Subsidiary Guarantors and the Trustee. The terms of the Notes include those stated in the Indenture and those made part of the Indenture by reference to the Trust Indenture Act of 1939 (15 U.S.C. §§ 77aaa-77bbbb) as amended (the "TIA"). Terms defined in the Indenture and not defined herein have the meanings ascribed thereto in the Indenture. The Notes are subject to all terms and provisions of the Indenture, and Holders (as defined in the Indenture) are referred to the Indenture and the TIA for a statement of such terms and provisions.

The Notes are senior unsubordinated unsecured obligations of the Company. The Indenture imposes certain limitations on the ability of the Company and its Restricted Subsidiaries to, among other things, make certain Investments, make Restricted Payments, incur Indebtedness, enter into consensual restrictions upon the payment of certain dividends and distributions by such Restricted Subsidiaries, enter into or permit certain transactions with Affiliates and make Asset Dispositions. The Indenture also imposes limitations on the ability of the Company and each Subsidiary Guarantor to consolidate or merge with or into any other Person or convey, transfer or lease all or substantially all of its property.

To guarantee the due and punctual payment of the principal, premium, if any, and interest on the Notes and all other amounts payable by the Company under the Indenture and the Notes when and as the same shall be due and payable, whether at maturity, by acceleration or otherwise, according to the terms of the Notes and the Indenture, the Subsidiary Guarantors have, jointly and severally, unconditionally guaranteed the Guaranteed Obligations on a senior unsubordinated unsecured basis pursuant to the terms of the Indenture.

5. Optional Redemption.

(a) Except as set forth in this Section 5, the Notes may not be redeemed at the option of the Company.

(b) At any time and from time to time prior to October 15, 2024 the Company may redeem, on one or more occasions, up to a maximum of 35% of the original aggregate principal amount of the Notes, calculated after giving effect to any issuance of Additional Notes, with the Net Cash Proceeds of one or more Qualified Equity Offerings at a redemption price equal to 104.375% of the principal amount thereof, plus accrued and unpaid interest thereon to the redemption date, subject to the right of Holders of record on the relevant record date to receive interest due on the relevant Interest Payment Date; *provided*, *however*, that after giving effect to any such redemption:

(i) at least 65% of the original aggregate principal amount of the Notes, calculated after giving effect to any issuance of Additional Notes, remains outstanding immediately after such redemption; and

(ii) any such redemption by the Company must be completed within 90 days of completion of such Qualified Equity Offering and must be made in accordance with the applicable procedures set forth in the Indenture.

(c) At any time and from time to time prior to October 15, 2024, the Company may redeem on all or part of the Notes at a redemption price equal to the sum of (i) 100% of the principal amount thereof, plus (ii) the Applicable Premium as of the date of redemption, plus (iii) accrued and unpaid interest to the date of redemption, subject to the right of Holders of record on the relevant record date to receive interest due on the relevant Interest Payment Date.

(d) At any time and from time to time on or after October 15, 2024, the Company may redeem the Notes, in whole or in part, at the following redemption prices, expressed as percentages of principal amount, plus accrued and unpaid interest thereon to the redemption date, subject to the right of Holders of record on the relevant record date to receive interest due on the relevant Interest Payment Date, if redeemed during the twelve-month period commencing on October 15 of the years set forth below:

Year	Percentage
2024	102.188%
2025	101.458%
2026	100.729%
2027 and thereafter	100.000%

6. Mandatory Redemption. The Company is not required to make mandatory redemption or sinking fund payments with respect to the Notes.

7. Notice of Redemption. Notice of redemption will be mailed by first-class mail at least 30 days but not more than 60 days before the redemption date to each Holder of Notes to be redeemed at his or her registered address. Notes may be redeemed in part in integral multiples of $2,000 or any whole multiple of $1,000 in excess thereof. If notice of redemption has been given, the Notes or portions of Notes specified in such notice shall become due and payable on the date and at the place stated in such notice at the applicable redemption price, together with interest accrued to the date fixed for redemption, and on and after said date (unless the Company shall default in the payment of such Notes at the redemption price, together with interest accrued to said date) interest on the Notes or portions of Notes so called for redemption shall cease to accrue.

Any notice of redemption in connection with any Qualified Equity Offering or other securities offering of any financing, or in connection with a transaction (or series of related transactions) that constitutes a Change of Control, may, at the Company's discretion, be given prior to the completion thereof and be subject to one or more conditions precedent, including completion of the related Qualified Equity Offering, securities offering, financing or Change of Control.

8. Repurchase at Option of Holder. Upon a Change of Control Triggering Event, each Holder will have the right, subject to certain conditions specified in the Indenture, to cause the Company to repurchase all or any part of the Notes of such Holder at a purchase price equal to 101% of the principal amount of the Notes to be repurchased plus accrued and unpaid interest to the date of repurchase (subject to the right of Holders of record on the relevant record date to receive interest due on the relevant Interest Payment Date that is on or prior to the date of purchase) as provided in, and subject to the terms of, the Indenture; *provided*, *however*, the Company shall not be obligated to purchase the Notes upon a Change of Control Triggering Event in the event that it has optionally redeemed all the Notes. In accordance with Section 4.10 of the Indenture, the Company will be required to offer to purchase Notes upon the occurrence of certain events.

If Holders of not less than 90% in aggregate principal amount of the outstanding Notes validly tender and do not withdraw such Notes in a Change of Control Offer and the Company, or any third party making a Change of Control Offer in lieu of the Company as described above, purchases all of the Notes validly tendered and not withdrawn by such Holders, the Company or such third party will have the right, upon not less than 10 nor more than 60 days' prior notice, given not more than 30 days following such purchase pursuant to such Change of Control Offer, to redeem all Notes that remain outstanding following such purchase at a price in cash equal to 101% of the principal amount thereof plus accrued and unpaid interest to but excluding the date of such redemption.

9. Denominations, Transfer, Exchange. The Notes are in fully registered form, without coupons, in minimum denominations of $2,000 and any whole multiple of $1,000. A Holder may transfer or exchange Notes in accordance with the Indenture. Upon any transfer or exchange, the Registrar and the Trustee may require a Holder, among other things, to furnish appropriate endorsements or transfer documents and to pay any taxes required by law or permitted by the Indenture. The Company will not be required to transfer or exchange any outstanding Notes selected for redemption or purchase or to transfer or exchange any outstanding Notes for a period of 15 days prior to the selection of Notes to be redeemed or purchased or within 15 days of an Interest Payment Date.

10. Persons Deemed Owners. The registered Holder of this Note will be treated as the owner of it for all purposes.

11. Unclaimed Money. Subject to the applicable abandoned property laws, if money for the payment of principal or interest remains unclaimed for two years, the Trustee and the Paying Agent shall pay the money back to the Company at its written request unless an abandoned property law designates another Person. After any such payment, Holders entitled to the money must look to the Company for payment as general creditors and the Trustee and the Paying Agent shall have no further liability with respect to such monies.

12. Discharge and Defeasance. Subject to certain conditions, the Company at any time may terminate some of or all its obligations under the Notes and the Indenture if the Company deposits with the Trustee money or U.S. Government Obligations for the payment of principal and interest on the Notes to redemption or maturity, as the case may be.

13. Amendment, Waiver. Subject to certain exceptions set forth in the Indenture, the Indenture or the Notes may be amended with the written consent of the Holders of at least a majority in aggregate principal amount of the Notes then outstanding and any past default or compliance with any provisions may be waived with the consent of the Holders of a majority in aggregate principal amount of the Notes then outstanding (including consents obtained in connection with a purchase of, or tender offer or exchange offer for the Notes). Subject to certain exceptions set forth in the Indenture, without the consent of any Holder, the Company, the Subsidiary Guarantors and the Trustee may amend the Indenture to (i) convey, transfer, assign, mortgage or pledge any property or assets to the Trustee as security for the Notes; (ii) evidence the succession of another Person to the Company or any Subsidiary Guarantor, or successive successions, and the assumption by the successor Person of the covenants, agreements and obligations of the Company or any Subsidiary Guarantor under the Indenture pursuant to the provisions described under Article Five of the Indenture; (iii) add to the covenants of the Company and the Subsidiary Guarantors such further covenants, restrictions, conditions or provisions for the protection of the Holders of Notes; (iv) cure any ambiguity or correct or supplement any provision contained in the Indenture that may be defective or inconsistent with any other provision contained in the Indenture, or make such other provisions in regard to matters or questions arising under the Indenture as the Board of Directors may deem necessary or desirable and that shall not materially and adversely affect the interests of the Holders of Notes; (v) evidence and provide for the acceptance of appointment under the Indenture by a successor Trustee with respect to the Notes and add to or change any of the provisions of the Indenture as shall be necessary to provide for or facilitate the administration of the trusts under the Indenture by more than the one Trustee pursuant to the requirements of the Indenture; (vi) provide for uncertificated Notes in addition to or in place of certificated Notes; *provided*, *however*, that the uncertificated Notes are issued in registered form for purposes of Section 163(f) of the Code, or in a manner such that the uncertificated Notes are described in Section 163(f)(2)(B) of the Code; (vii) add additional Subsidiary Guarantees with respect to the Notes and release any Subsidiary Guarantor in accordance with the Indenture; (viii) provide for the issuance of Additional Notes; (ix) conform the text of the Indenture or the Notes to any provision of the Description of Notes in the offering memorandum related to the Initial Notes; or (x) comply with any requirement of the SEC in connection with the qualification of the Indenture under the TIA.

14. Defaults and Remedies. If an Event of Default (other than an Event of Default relating to certain events of bankruptcy, insolvency or reorganization of the Company) occurs and is continuing, the Trustee or the Holders of at least 25% in principal amount of the outstanding Notes by notice to the Company (and the Trustee if given by the Holders) may declare the principal of and accrued but unpaid interest on all the Notes to be due and payable. Upon such a declaration, such principal and interest will be due and payable immediately. If an Event of Default relating to certain bankruptcy provisions occurs, the principal of and interest on all the Notes will become immediately due and payable without any declaration or other act on the part of the Trustee or any Holders. Under certain circumstances, the Holders of a majority in principal amount of the outstanding Notes may rescind any such acceleration with respect to the Notes and its consequences.

No Holder of any Notes shall have any right, by virtue or by availing of any provision of this Indenture or the Notes, to institute any action or proceeding at law or in equity or in bankruptcy or otherwise with respect to this Indenture or the Notes, or for the appointment of a trustee, receiver, liquidator, custodian or other similar official or for any other remedy hereunder, unless such Holder previously shall have given to the Trustee written notice of an Event of Default and of the continuance thereof and the Holders of not less than 25% in aggregate principal amount of the Notes shall have made written request upon the Trustee to institute such action or proceedings in its own name as Trustee hereunder and shall have offered to the Trustee security or indemnity reasonably satisfactory to it as it may require, against the costs, expenses and liabilities to be incurred therein or thereby and the Trustee for 60 days after its receipt of such notice, request and offer of security or indemnity shall have failed to institute any such action or proceeding and no direction inconsistent with such written request shall have been given to the Trustee during such 60-day period by Holders of a majority in principal amount of the Notes then outstanding; it being understood and intended, and being expressly covenanted by the Holder of every Notes with every other Holder of a Note and the Trustee, that no one or more Holders of Notes shall have any right in any manner whatever, by virtue or by availing of any provision of this Indenture, to affect, disturb or prejudice the rights of any other such Holder of Notes, or to obtain or seek to obtain priority over or preference to any other such Holder or to enforce any right under this Indenture, except in the manner herein provided and for the equal, ratable and common benefit of all Holders of the Notes.

15. Trustee Dealings with Company. Subject to certain limitations imposed by the TIA, the Trustee in its individual or any other capacity may become the owner or pledgee of Notes and may otherwise deal with and collect obligations owed to it by the Company or its Affiliates and may otherwise deal with the Company or its Affiliates with the same rights it would have if it were not Trustee.

16. No Recourse Against Others. No director, officer, employee, incorporator, stockholder, member, manager or partner of the Company or any Subsidiary Guarantor, as such, will have any liability for any obligations of the Company or the Subsidiary Guarantors under the Notes, the Indenture, the Subsidiary Guarantees or for any claim based on, in respect of, or by reason of, such obligations or their creation. Each Holder of Notes by accepting a Note waives and releases all such liability. The waiver and release are part of the consideration for issuance of the Notes. The waiver may not be effective to waive liabilities under the federal securities laws.

17. Authentication. This Note shall not be valid until an authorized signatory of the Trustee (or an authenticating agent) manually signs the certificate of authentication on the other side of this Note.

18. Abbreviations. Customary abbreviations may be used in the name of a Holder or an assignee, such as TEN COM (=tenants in common), TEN ENT (=tenants by the entireties), JT TEN (=joint tenants with rights of survivorship and not as tenants in common), CUST (=custodian), and U/G/M/A (=Uniform Gift to Minors Act).

19. Governing Law. THIS SECURITY SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

20. CUSIP and ISIN Numbers. The Company has caused CUSIP and ISIN numbers to be printed on the Notes and has directed the Trustee to use CUSIP and ISIN numbers in notices of redemption as a convenience to Holders. No representation is made as to the accuracy of such numbers either as printed on the Notes or as contained in any notice of redemption and reliance may be placed only on the other identification numbers placed thereon.

ASSIGNMENT FORM

To assign this Note, fill in the form below:

(I) or (we) assign and transfer this Note to:

(INSERT ASSIGNEE'S LEGAL NAME)

(Insert assignee's soc. sec. or tax I.D. no.)

(Print or type assignee's name, address and zip code)

and irrevocably appoint

to transfer this Note on the books of the Company. The agent may substitute another to act for him.

Date: Your Signature:
(Sign exactly as your name appears on the face of this Note)

Signature Guarantee*:

* Participant in a recognized Signature Guarantee Medallion Program (or other signature guarantor acceptable to the Trustee).

OPTION OF HOLDER TO ELECT PURCHASE

If you want to elect to have this Note purchased by the Company pursuant to Section 4.10 (Sale of Assets) or Section 4.14 (Change of Control Triggering Event) of the Indenture, check the appropriate box below:

Section 4.10 Section 4.14

If you want to elect to have only part of the Note purchased by the Company pursuant to Section 4.10 or Section 4.14 of the Indenture, state the amount you elect to have purchased ($1,000 or an integral multiple thereof):

$_____

Date: _____ Your Signature: _____
(Sign exactly as your name appears on the face of this Note)

Tax Identification No.: _____

Signature Guarantee*: _____

* Participant in a recognized Signature Guarantee Medallion Program (or other signature guarantor acceptable to the Trustee).

[***To be inserted for Rule 144A Global Note***]

SCHEDULE OF EXCHANGES OF INTERESTS IN THE GLOBAL NOTE

The following exchanges of a part of this Global Note for an interest in another Global Note or for a Definitive Note, or exchanges of a part of another Global Note or Definitive Note for an interest in this Global Note, have been made:

Date of Exchange	Amount of Decrease in Principal Amount at Maturity of this Global Note	Amount of Increase in Principal Amount at Maturity of this Global Note	Principal Amount at Maturity of this Global Note Following such decrease (or increase)	Signature of Authorized Signatory of Trustee or Custodian

[***To be inserted for Regulation S Global Note***]

SCHEDULE OF EXCHANGES OF REGULATION S GLOBAL NOTE

The following exchanges of a part of this Regulation S Global Note for an interest in another Global Note or of other Restricted Global Notes for an interest in this Regulation S Global Note, have been made:

Date of Exchange	Amount of Decrease in Principal Amount at Maturity of this Global Note	Amount of Increase in Principal Amount at Maturity of this Global Note	Principal Amount at Maturity of this Global Note Following such decrease (or increase)	Signature of Authorized Signatory of Trustee or Custodian

Exhibit 4.11

EXECUTION VERSION

QORVO, INC.,

EACH OF THE SUBSIDIARY GUARANTORS NAMED
ON THE SIGNATURE PAGES HERETO

and

MUFG UNION BANK, N.A.,
as Trustee

SECOND SUPPLEMENTAL INDENTURE

Dated as of June 11, 2020

4.375% Senior Notes due 2029

This SECOND SUPPLEMENTAL INDENTURE, dated as of June 11, 2020 (this "Supplemental Indenture"), is among Qorvo, Inc., a Delaware corporation (the "Company"), the Subsidiary Guarantors listed on Schedule A hereto (the "Subsidiary Guarantors" and, collectively with the Company, the "Qorvo Parties"), and MUFG Union Bank, N.A., as trustee (the "Trustee") under the Indenture referred to below.

WHEREAS, the Company, the Subsidiary Guarantors and the Trustee have executed and delivered an indenture, dated as of September 30, 2019 (the "Base Indenture" and, together with this Supplemental Indenture and as otherwise amended, modified or supplemented from time to time in accordance therewith, the "Indenture"), providing for the issuance by the Company of an unlimited aggregate principal amount of its 4.375% Senior Notes due 2029 (the "2029 Notes");

WHEREAS, on September 30, 2019, the Company issued $350,000,000 aggregate principal amount of the 2029 Notes (the "Initial Notes") pursuant to the Base Indenture;

WHEREAS, Sections 2.02 and 9.01 of the Base Indenture provide that, without notice to or consent of the Holders, the Company may, from time to time and in accordance therewith, create and issue Additional Notes (subject to the Company's compliance with Article Four of the Indenture), and such Additional Notes shall be consolidated with and form a single class with the Initial Notes and shall have the same terms as to status, redemption or otherwise as the Initial Notes;

WHEREAS, on December 20, 2019, the Company issued an additional $200,000,000 aggregate principal amount of the 2029 Notes (the "2019 Additional Senior Notes") pursuant to the Base Indenture, as supplemented as of such date, which notes constituted Additional Notes pursuant to the Indenture;

WHEREAS, each of the Qorvo Parties desires to execute and deliver this Supplemental Indenture for the purpose of issuing an additional $300,000,000 aggregate principal amount of the 2029 Notes (the "Additional Senior Notes" and, collectively with the Initial Notes and the 2019 Additional Senior Notes, the "Notes");

WHEREAS, the Additional Senior Notes shall constitute Additional Notes pursuant to the Indenture; and

WHEREAS, pursuant to the satisfaction of the conditions set forth in Section 9.06 of the Base Indenture, the Trustee is authorized and directed to execute and deliver this Supplemental Indenture.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt of which is hereby acknowledged, in order to establish the terms of the Additional Senior Notes, the Qorvo Parties and the Trustee mutually covenant and agree for the equal and ratable benefit of the Holders of Additional Senior Notes as follows:

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

(2) Reference to and Effect on Base Indenture. Upon the date hereof, each reference in the Base Indenture to "this Indenture," "hereunder," "hereof," or "herein" shall mean and be a reference to the Base Indenture as supplemented by this Supplemental Indenture, unless the context requires otherwise. This Supplemental Indenture shall form a part of the Base Indenture for all purposes.

(3) Additional Senior Notes. As of the date hereof, the Company will issue, and the Trustee is directed to authenticate and deliver, the Additional Senior Notes in the manner contemplated by the Base Indenture. The Additional Senior Notes shall be consolidated with and form a single class with the Initial Notes and the 2019 Additional Senior Notes and shall have the same terms and conditions in all respects with the Initial Notes and the 2019 Additional Senior Notes, except that the issue date of the Additional Senior Notes shall be June 11, 2020 and the Additional Senior Notes shall be subject to the Registration Rights Agreement, dated June 11, 2020, among the Company, the Subsidiary Guarantors and Citigroup Global Markets Inc., as representative of the several initial purchasers. Each of the Subsidiary Guarantors reaffirms its Guarantee, in each case, as set forth in Article 10 of the Base Indenture with regard to such Additional Senior Notes.

(4) Form of Additional Senior Notes. The Additional Senior Notes shall initially be evidenced by one or more Global Notes, substantially in the form of Exhibit A hereto.

(5) No Personal Liability of Directors, Officers, Employees and Stockholders. No director, officer, employee, incorporator, stockholder, member, manager or partner, past, present or future, of the Company or any Subsidiary Guarantor, as such, will have any liability for any obligations of the Company or the Subsidiary Guarantors under the Notes, the Indenture, the Subsidiary Guarantees or for any claim based on, in respect of, or by reason of, such obligations or their creation. Each Holder of Notes by accepting a Note waives and releases all such liability. The waiver and release are part of the consideration for issuance of the Notes. The waiver may not be effective to waive liabilities under the federal securities laws.

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

(7) Counterpart Originals. The parties may sign any number of copies of this Supplemental Indenture. Each signed copy shall be an original, but all of them together represent the same agreement. The exchange of copies of this Supplemental Indenture and of signature pages by facsimile or PDF transmission shall constitute effective execution and delivery of this Supplemental Indenture as to the parties hereto and may be used in lieu of the original Supplemental Indenture for all purposes. Signatures of the parties hereto transmitted by facsimile or PDF shall be deemed to be their original signatures for all purposes.

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

(9) The Trustee. The Trustee shall not be responsible in any manner whatsoever for or in respect of the validity or sufficiency of this Supplemental Indenture or the Notes or for or in respect of the statements or recitals contained herein or in the Notes, all of which statements and recitals are made solely by the Qorvo Parties, and the Trustee shall not be accountable for the Company's use of the proceeds from the Notes.

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

(11) Continued Effect. Except as expressly supplemented and amended by this Supplemental Indenture, the Base Indenture shall continue in full force and effect in accordance with the provisions thereof, and the Base Indenture (as supplemented and amended by this Supplemental Indenture) is in all respects hereby ratified and confirmed. This Supplemental Indenture and all the terms and conditions of this Supplemental Indenture, with respect to the Notes, shall be and be deemed to be part of the terms and conditions of the Base Indenture for any and all purposes.

[Signature pages follow.]

SIGNATURES

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

QORVO, INC.

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

Amalfi Semiconductor, Inc.
as a Guarantor

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

Qorvo California, Inc.
as a Guarantor

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

Qorvo Oregon Inc.
as a Guarantor

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

Qorvo US, Inc.
as a Guarantor

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

Qorvo Texas, LLC
as a Guarantor
By: Qorvo US, Inc., its member

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

RFMD, LLC
as a Guarantor

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

MUFG UNION BANK, N.A.,
as Trustee

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

Signature Page to Second Supplemental Indenture

SCHEDULE A

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

EXHIBIT A

[Face of Note]

[Include Applicable Legends]

CUSIP No.
ISIN No.

No.

QORVO, INC.

4.375% SENIOR NOTES DUE 2029

Issue Date:

Qorvo, Inc., a Delaware corporation (the "Company," which term includes any successor under the Indenture hereinafter referred to), for value received, promises to pay to CEDE & CO., or its registered assigns, the principal sum of ($), or such other principal sum as shall be set forth in the Schedule of Exchanges of Interests attached hereto, on October 15, 2029.

Interest Payment Dates: April 15 and October 15, commencing October 15, 2020.

Record Dates: April 1 and October 1.

Reference is hereby made to the further provisions of this Note set forth on the reverse hereof, which further provisions shall for all purposes have the same effect as if set forth at this place.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Company has caused this instrument to be duly executed.

QORVO, INC.

By: _____
Name: _____
Title: _____

Dated: _____

This is one of the Notes referred to in the within-mentioned Indenture.

MUFG UNION BANK, N.A., as Trustee

By: _____
Name: _____
Title: _____

Dated: _____

[Reverse Side of Note]

Qorvo, Inc.

4.375% Senior Notes due 2029

Capitalized terms used herein shall have the meanings assigned to them in the Indenture referred to below unless otherwise indicated.

1. Interest. QORVO, INC., a Delaware corporation (such corporation, and its successors and assigns under the Indenture hereinafter referred to, being herein called the "Company"), promises to pay interest on the principal amount of this Note at 4.375% per annum from April 15, 2020. The Company shall pay interest semiannually in arrears on April 15 and October 15 of each year, commencing October 15, 2020 or, if any such day is not a Business Day, on the next succeeding Business Day. Interest on the Notes shall accrue from the most recent date to which interest has been paid or duly provided for or, if no interest has been paid or duly provided for, from April 15, 2020; *provided* that if there is no existing Default or Event of Default in the payment of interest, and if this Note is authenticated between a record date referred to on the face hereof and the next succeeding semiannual interest payment date (but after October 15, 2020), interest shall accrue from such next succeeding semiannual interest payment date, except in the case of the original issuance of the Notes, in which case interest shall accrue from the date of authentication. Interest shall be computed on the basis of a 360-day year of twelve 30-day months. The Company shall pay interest on overdue principal at the rate borne by the Notes plus 1% per annum, and it shall pay interest on overdue installments of interest at the same rate to the extent lawful. Interest shall be computed on the basis of a 360-day year comprised of twelve 30-day months. The interest rate on this Note will in no event be higher than the maximum rate permitted by New York law as the same may be modified by United States law of general application.

2. Method of Payment. The Company shall pay interest on the Notes (except defaulted interest) to the Persons who are registered Holders at the close of business on April 1 or October 1 immediately preceding the Interest Payment Date even if Notes are canceled after the record date and on or before the Interest Payment Date. Holders must surrender Notes to a Paying Agent to collect principal payments. The Company shall pay principal, premium, if any, and interest in money of the United States of America that at the time of payment is legal tender for payment of public and private debts. Payments in respect of the Notes represented by a Global Note (including principal, premium and interest) shall be made by wire transfer of immediately available funds to the accounts specified by the Depositary or any successor depositary. The Company will make all payments in respect of a Definitive Note (including principal, premium, if any, and interest), at the office of the Paying Agent, except that, at the option of the Company, payment of interest may be made by mailing a check to the registered address of each Holder thereof. Any payments of principal of and interest on this Note prior to Stated Maturity shall be binding upon all future Holders of this Note and of any Note issued upon the registration of transfer hereof or in exchange hereof or in lieu hereof, whether or not noted hereon. The amount due and payable at the maturity of this Note shall be payable only upon presentation and surrender of this Note at an office of the Trustee or the Trustee's agent appointed for such purposes.

3. Paying Agent and Registrar. Initially, MUFG UNION BANK, N.A. (the "Trustee") will act as Paying Agent and Registrar. The Company may appoint and change any Paying Agent or Registrar without notice. The Company or any of its domestically incorporated Restricted Subsidiaries may act as Paying Agent or Registrar.

4. Indenture. The Company issued the Notes under an Indenture dated as of September 30, 2019 (as amended, restated, modified or supplemented from time to time), among the Company, the Subsidiary Guarantors and the Trustee. The terms of the Notes include those stated in the Indenture and those made part of the Indenture by reference to the Trust Indenture Act of 1939 (15 U.S.C. §§ 77aaa-77bbbb) as amended (the "TIA"). Terms defined in the Indenture and not defined herein have the meanings ascribed thereto in the Indenture. The Notes are subject to all terms and provisions of the Indenture, and Holders (as defined in the Indenture) are referred to the Indenture and the TIA for a statement of such terms and provisions.

The Notes are senior unsubordinated unsecured obligations of the Company. The Indenture imposes certain limitations on the ability of the Company and its Restricted Subsidiaries to, among other things, make certain Investments, make Restricted Payments, incur Indebtedness, enter into consensual restrictions upon the payment of certain dividends and distributions by such Restricted Subsidiaries, enter into or permit certain transactions with Affiliates and make Asset Dispositions. The Indenture also imposes limitations on the ability of the Company and each Subsidiary Guarantor to consolidate or merge with or into any other Person or convey, transfer or lease all or substantially all of its property.

To guarantee the due and punctual payment of the principal, premium, if any, and interest on the Notes and all other amounts payable by the Company under the Indenture and the Notes when and as the same shall be due and payable, whether at maturity, by acceleration or otherwise, according to the terms of the Notes and the Indenture, the Subsidiary Guarantors have, jointly and severally, unconditionally guaranteed the Guaranteed Obligations on a senior unsubordinated unsecured basis pursuant to the terms of the Indenture.

5. Optional Redemption.

(a) Except as set forth in this Section 5, the Notes may not be redeemed at the option of the Company.

(b) At any time and from time to time prior to October 15, 2024 the Company may redeem, on one or more occasions, up to a maximum of 35% of the original aggregate principal amount of the Notes, calculated after giving effect to any issuance of Additional Notes, with the Net Cash Proceeds of one or more Qualified Equity Offerings at a redemption price equal to 104.375% of the principal amount thereof, plus accrued and unpaid interest thereon to the redemption date, subject to the right of Holders of record on the relevant record date to receive interest due on the relevant Interest Payment Date; *provided*, *however*, that after giving effect to any such redemption:

(i) at least 65% of the original aggregate principal amount of the Notes, calculated after giving effect to any issuance of Additional Notes, remains outstanding immediately after such redemption; and

(ii) any such redemption by the Company must be completed within 90 days of completion of such Qualified Equity Offering and must be made in accordance with the applicable procedures set forth in the Indenture.

(c) At any time and from time to time prior to October 15, 2024, the Company may redeem on all or part of the Notes at a redemption price equal to the sum of (i) 100% of the principal amount thereof, plus (ii) the Applicable Premium as of the date of redemption, plus (iii) accrued and unpaid interest to the date of redemption, subject to the right of Holders of record on the relevant record date to receive interest due on the relevant Interest Payment Date.

(d) At any time and from time to time on or after October 15, 2024, the Company may redeem the Notes, in whole or in part, at the following redemption prices, expressed as percentages of principal amount, plus accrued and unpaid interest thereon to the redemption date, subject to the right of Holders of record on the relevant record date to receive interest due on the relevant Interest Payment Date, if redeemed during the twelve-month period commencing on October 15 of the years set forth below:

Year	Percentage
2024	102.188%
2025	101.458%
2026	100.729%
2027 and thereafter	100.000%

6. Mandatory Redemption. The Company is not required to make mandatory redemption or sinking fund payments with respect to the Notes.

7. Notice of Redemption. Notice of redemption will be mailed by first-class mail at least 30 days but not more than 60 days before the redemption date to each Holder of Notes to be redeemed at his or her registered address. Notes may be redeemed in part in integral multiples of $2,000 or any whole multiple of $1,000 in excess thereof. If notice of redemption has been given, the Notes or portions of Notes specified in such notice shall become due and payable on the date and at the place stated in such notice at the applicable redemption price, together with interest accrued to the date fixed for redemption, and on and after said date (unless the Company shall default in the payment of such Notes at the redemption price, together with interest accrued to said date) interest on the Notes or portions of Notes so called for redemption shall cease to accrue.

Any notice of redemption in connection with any Qualified Equity Offering or other securities offering of any financing, or in connection with a transaction (or series of related transactions) that constitutes a Change of Control, may, at the Company's discretion, be given prior to the completion thereof and be subject to one or more conditions precedent, including completion of the related Qualified Equity Offering, securities offering, financing or Change of Control.

8. Repurchase at Option of Holder. Upon a Change of Control Triggering Event, each Holder will have the right, subject to certain conditions specified in the Indenture, to cause the Company to repurchase all or any part of the Notes of such Holder at a purchase price equal to 101% of the principal amount of the Notes to be repurchased plus accrued and unpaid interest to the date of repurchase (subject to the right of Holders of record on the relevant record date to receive interest due on the relevant Interest Payment Date that is on or prior to the date of purchase) as provided in, and subject to the terms of, the Indenture; *provided*, *however*, the Company shall not be obligated to purchase the Notes upon a Change of Control Triggering Event in the event that it has optionally redeemed all the Notes. In accordance with Section 4.10 of the Indenture, the Company will be required to offer to purchase Notes upon the occurrence of certain events.

If Holders of not less than 90% in aggregate principal amount of the outstanding Notes validly tender and do not withdraw such Notes in a Change of Control Offer and the Company, or any third party making a Change of Control Offer in lieu of the Company as described above, purchases all of the Notes validly tendered and not withdrawn by such Holders, the Company or such third party will have the right, upon not less than 10 nor more than 60 days' prior notice, given not more than 30 days following such purchase pursuant to such Change of Control Offer, to redeem all Notes that remain outstanding following such purchase at a price in cash equal to 101% of the principal amount thereof plus accrued and unpaid interest to but excluding the date of such redemption.

9. Denominations, Transfer, Exchange. The Notes are in fully registered form, without coupons, in minimum denominations of $2,000 and any whole multiple of $1,000. A Holder may transfer or exchange Notes in accordance with the Indenture. Upon any transfer or exchange, the Registrar and the Trustee may require a Holder, among other things, to furnish appropriate endorsements or transfer documents and to pay any taxes required by law or permitted by the Indenture. The Company will not be required to transfer or exchange any outstanding Notes selected for redemption or purchase or to transfer or exchange any outstanding Notes for a period of 15 days prior to the selection of Notes to be redeemed or purchased or within 15 days of an Interest Payment Date.

10. Persons Deemed Owners. The registered Holder of this Note will be treated as the owner of it for all purposes.

11. Unclaimed Money. Subject to the applicable abandoned property laws, if money for the payment of principal or interest remains unclaimed for two years, the Trustee and the Paying Agent shall pay the money back to the Company at its written request unless an abandoned property law designates another Person. After any such payment, Holders entitled to the money must look to the Company for payment as general creditors and the Trustee and the Paying Agent shall have no further liability with respect to such monies.

12. Discharge and Defeasance. Subject to certain conditions, the Company at any time may terminate some of or all its obligations under the Notes and the Indenture if the Company deposits with the Trustee money or U.S. Government Obligations for the payment of principal and interest on the Notes to redemption or maturity, as the case may be.

13. Amendment, Waiver. Subject to certain exceptions set forth in the Indenture, the Indenture or the Notes may be amended with the written consent of the Holders of at least a majority in aggregate principal amount of the Notes then outstanding and any past default or compliance with any provisions may be waived with the consent of the Holders of a majority in aggregate principal amount of the Notes then outstanding (including consents obtained in connection with a purchase of, or tender offer or exchange offer for the Notes). Subject to certain exceptions set forth in the Indenture, without the consent of any Holder, the Company, the Subsidiary Guarantors and the Trustee may amend the Indenture to (i) convey, transfer, assign, mortgage or pledge any property or assets to the Trustee as security for the Notes; (ii) evidence the succession of another Person to the Company or any Subsidiary Guarantor, or successive successions, and the assumption by the successor Person of the covenants, agreements and obligations of the Company or any Subsidiary Guarantor under the Indenture pursuant to the provisions described under Article Five of the Indenture; (iii) add to the covenants of the Company and the Subsidiary Guarantors such further covenants, restrictions, conditions or provisions for the protection of the Holders of Notes; (iv) cure any ambiguity or correct or supplement any provision contained in the Indenture that may be defective or inconsistent with any other provision contained in the Indenture, or make such other provisions in regard to matters or questions arising under the Indenture as the Board of Directors may deem necessary or desirable and that shall not materially and adversely affect the interests of the Holders of Notes; (v) evidence and provide for the acceptance of appointment under the Indenture by a successor Trustee with respect to the Notes and add to or change any of the provisions of the Indenture as shall be necessary to provide for or facilitate the administration of the trusts under the Indenture by more than the one Trustee pursuant to the requirements of the Indenture; (vi) provide for uncertificated Notes in addition to or in place of certificated Notes; *provided*, *however*, that the uncertificated Notes are issued in registered form for purposes of Section 163(f) of the Code, or in a manner such that the uncertificated Notes are described in Section 163(f)(2)(B) of the Code; (vii) add additional Subsidiary Guarantees with respect to the Notes and release any Subsidiary Guarantor in accordance with the Indenture; (viii) provide for the issuance of Additional Notes; (ix) conform the text of the Indenture or the Notes to any provision of the Description of Notes in the offering memorandum related to the Initial Notes; or (x) comply with any requirement of the SEC in connection with the qualification of the Indenture under the TIA.

14. Defaults and Remedies. If an Event of Default (other than an Event of Default relating to certain events of bankruptcy, insolvency or reorganization of the Company) occurs and is continuing, the Trustee or the Holders of at least 25% in principal amount of the outstanding Notes by notice to the Company (and the Trustee if given by the Holders) may declare the principal of and accrued but unpaid interest on all the Notes to be due and payable. Upon such a declaration, such principal and interest will be due and payable immediately. If an Event of Default relating to certain bankruptcy provisions occurs, the principal of and interest on all the Notes will become immediately due and payable without any declaration or other act on the part of the Trustee or any Holders. Under certain circumstances, the Holders of a majority in principal amount of the outstanding Notes may rescind any such acceleration with respect to the Notes and its consequences.

No Holder of any Notes shall have any right, by virtue or by availing of any provision of this Indenture or the Notes, to institute any action or proceeding at law or in equity or in bankruptcy or otherwise with respect to this Indenture or the Notes, or for the appointment of a trustee, receiver, liquidator, custodian or other similar official or for any other remedy hereunder, unless such Holder previously shall have given to the Trustee written notice of an Event of Default and of the continuance thereof and the Holders of not less than 25% in aggregate principal amount of the Notes shall have made written request upon the Trustee to institute such action or proceedings in its own name as Trustee hereunder and shall have offered to the Trustee security or indemnity reasonably satisfactory to it as it may require, against the costs, expenses and liabilities to be incurred therein or thereby and the Trustee for 60 days after its receipt of such notice, request and offer of security or indemnity shall have failed to institute any such action or proceeding and no direction inconsistent with such written request shall have been given to the Trustee during such 60-day period by Holders of a majority in principal amount of the Notes then outstanding; it being understood and intended, and being expressly covenanted by the Holder of every Notes with every other Holder of a Note and the Trustee, that no one or more Holders of Notes shall have any right in any manner whatever, by virtue or by availing of any provision of this Indenture, to affect, disturb or prejudice the rights of any other such Holder of Notes, or to obtain or seek to obtain priority over or preference to any other such Holder or to enforce any right under this Indenture, except in the manner herein provided and for the equal, ratable and common benefit of all Holders of the Notes.

15. Trustee Dealings with Company. Subject to certain limitations imposed by the TIA, the Trustee in its individual or any other capacity may become the owner or pledgee of Notes and may otherwise deal with and collect obligations owed to it by the Company or its Affiliates and may otherwise deal with the Company or its Affiliates with the same rights it would have if it were not Trustee.

16. No Recourse Against Others. No director, officer, employee, incorporator, stockholder, member, manager or partner of the Company or any Subsidiary Guarantor, as such, will have any liability for any obligations of the Company or the Subsidiary Guarantors under the Notes, the Indenture, the Subsidiary Guarantees or for any claim based on, in respect of, or by reason of, such obligations or their creation. Each Holder of Notes by accepting a Note waives and releases all such liability. The waiver and release are part of the consideration for issuance of the Notes. The waiver may not be effective to waive liabilities under the federal securities laws.

17. Authentication. This Note shall not be valid until an authorized signatory of the Trustee (or an authenticating agent) manually signs the certificate of authentication on the other side of this Note.

18. Abbreviations. Customary abbreviations may be used in the name of a Holder or an assignee, such as TEN COM (=tenants in common), TEN ENT (=tenants by the entireties), JT TEN (=joint tenants with rights of survivorship and not as tenants in common), CUST (=custodian), and U/G/M/A (=Uniform Gift to Minors Act).

19. Governing Law. THIS SECURITY SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

20. CUSIP and ISIN Numbers. The Company has caused CUSIP and ISIN numbers to be printed on the Notes and has directed the Trustee to use CUSIP and ISIN numbers in notices of redemption as a convenience to Holders. No representation is made as to the accuracy of such numbers either as printed on the Notes or as contained in any notice of redemption and reliance may be placed only on the other identification numbers placed thereon.

ASSIGNMENT FORM

To assign this Note, fill in the form below:

(I) or (we) assign and transfer this Note to:

(INSERT ASSIGNEE'S LEGAL NAME)

(Insert assignee's soc. sec. or tax I.D. no.)

(Print or type assignee's name, address and zip code)

and irrevocably appoint
to transfer this Note on the books of the Company. The agent may substitute another to act for him.

Date:

Your Signature:

(Sign exactly as your name appears on the face of this Note)

Signature Guarantee*:

* Participant in a recognized Signature Guarantee Medallion Program (or other signature guarantor acceptable to the Trustee).

OPTION OF HOLDER TO ELECT PURCHASE

If you want to elect to have this Note purchased by the Company pursuant to Section 4.10 (Sale of Assets) or Section 4.14 (Change of Control Triggering Event) of the Indenture, check the appropriate box below:

☐ Section 4.10 ☐ Section 4.14

If you want to elect to have only part of the Note purchased by the Company pursuant to Section 4.10 or Section 4.14 of the Indenture, state the amount you elect to have purchased ($1,000 or an integral multiple thereof):

$ _____

Date: _____

Your Signature: _____

_____
(Sign exactly as your name appears on the face of this Note)

Tax Identification No.: _____

Signature Guarantee*: _____

* Participant in a recognized Signature Guarantee Medallion Program (or other signature guarantor acceptable to the Trustee).

[***To be inserted for Rule 144A Global Note***]

SCHEDULE OF EXCHANGES OF INTERESTS IN THE GLOBAL NOTE

The following exchanges of a part of this Global Note for an interest in another Global Note or for a Definitive Note, or exchanges of a part of another Global Note or Definitive Note for an interest in this Global Note, have been made:

Date of Exchange	Amount of Decrease in Principal Amount at Maturity of this Global Note	Amount of Increase in Principal Amount at Maturity of this Global Note	Principal Amount at Maturity of this Global Note Following such decrease (or increase)	Signature of Authorized Signatory of Trustee or Custodian

[***To be inserted for Regulation S Global Note***]

SCHEDULE OF EXCHANGES OF REGULATION S GLOBAL NOTE

The following exchanges of a part of this Regulation S Global Note for an interest in another Global Note or of other Restricted Global Notes for an interest in this Regulation S Global Note, have been made:

Date of Exchange	Amount of Decrease in Principal Amount at Maturity of this Global Note	Amount of Increase in Principal Amount at Maturity of this Global Note	Principal Amount at Maturity of this Global Note Following such decrease (or increase)	Signature of Authorized Signatory of Trustee or Custodian

Exhibit 4.12

QORVO, INC.,

EACH OF THE SUBSIDIARY GUARANTORS NAMED
ON THE SIGNATURE PAGES HERETO

and

COMPUTERSHARE TRUST COMPANY, N.A.,
as Trustee

THIRD SUPPLEMENTAL INDENTURE

Dated as of , 20

4.375% Senior Notes due 2029

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This THIRD SUPPLEMENTAL INDENTURE, dated as of , 20 (this "Supplemental Indenture"), is among Qorvo, Inc., a Delaware limited liability company (the "Company"), the Subsidiary Guarantors listed on Schedule A hereto (the "Subsidiary Guarantors") and Computershare Trust Company, N.A., as trustee (the "Trustee") under the Indenture referred to below;

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

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

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

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

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

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

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

ARTICLE I

DEFINITIONS

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

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

ARTICLE II

AMENDMENTS

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

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

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

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

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

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

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

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

ARTICLE III

MISCELLANEOUS

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

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

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

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

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

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

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

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

[Signature pages follow.]

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

QORVO, INC.

By: _____
Name: Grant Brown
Title: Senior Vice President and Chief Financial Officer

Amalfi Semiconductor, Inc.
as a Subsidiary Guarantor

By: _____
Name:
Title:

Qorvo Oregon Inc.
as a Subsidiary Guarantor

By: _____
Name:
Title:

Qorvo US, Inc.
as a Subsidiary Guarantor

By: _____
Name:
Title:

Qorvo Texas, LLC
as a Subsidiary Guarantor

By: Qorvo US, Inc.,
its member

By: _____
Name:
Title:

RFMD, LLC
as a Subsidiary Guarantor

By: _____
Name:
Title:

COMPUTERSHARE TRUST COMPANY, N.A.
as Trustee

By: _____
Name:
Title:

SCHEDULE A

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

Exhibit 4.13

Execution Version

Qorvo, Inc.

and each of the Subsidiary Guarantors named herein

3.375% SENIOR NOTES DUE 2031

Indenture

Dated as of September 29, 2020

MUFG Union Bank, N.A.,

as Trustee

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INDENTURE dated as of September 29, 2020 among Qorvo, Inc., a Delaware corporation (the "Company"), the Subsidiary Guarantors (as defined below) listed on the signature pages hereto and MUFG Union Bank, N.A., as Trustee (as defined below).

The Company has duly authorized the execution and delivery of this Indenture to provide for the issuance from time to time of its 3.375% Senior Notes due 2031. The initial Subsidiary Guarantors have duly authorized the execution and delivery of this Indenture to provide for a guarantee of the Notes (as defined below) and of certain of the Company's obligations hereunder. All things necessary to make this Indenture a valid agreement of the Company and the initial Subsidiary Guarantors, in accordance with its terms, have been done.

The Company, the Subsidiary Guarantors and the Trustee agree as follows for the benefit of each other and for the equal and ratable benefit of the Holders (as defined below) of the Notes:

ARTICLE ONE

DEFINITIONS AND INCORPORATION BY REFERENCE

Section 1.01. Definitions.

"144A Global Note" means a Global Note substantially in the form of Exhibit A bearing the Global Note Legend and the Private Placement Legend and deposited with or on behalf of, and registered in the name of, the Depositary or its nominee, that shall be issued in a denomination equal to the outstanding original principal amount of the Notes sold in reliance on Rule 144A.

"Additional Notes" means additional Notes (other than Initial Notes) issued under this Indenture in accordance with Section 2.02.

"Adjusted EBITDA" means, with respect to any Person for any period, the Consolidated Net Income of such Person for such period:

(a) increased (without duplication) by the following to the extent deducted in calculating the Consolidated Net Income of such Person for such period:

(1) provision for Federal, state, local and foreign taxes based on income or profits or capital (including, without limitation, state franchise, excise and similar taxes and foreign withholding taxes of such Person) paid or accrued during such period, including any penalties and interest relating to any tax examinations, and (without duplication) net of any tax credits applied during such period (including tax credits applicable to taxes paid in earlier periods); *plus*

(2) Consolidated Interest Expense; *plus*

(3) depreciation and amortization expense; *plus*

(4) any expenses or charges (other than depreciation or amortization expense) related to any equity offering, Investment, acquisition, asset disposition or recapitalization permitted under this Indenture or the incurrence of Indebtedness permitted to be incurred under this Indenture (including any amendment, modification or refinancing thereof) (whether or not successful), including such fees, expenses or charges related to the Transactions; *plus*

(5) the amount of any restructuring charge or reserve or integration cost, including any one-time costs incurred in connection with acquisitions or divestitures after the Issue Date; *plus*

(6) other non-cash charges, write-downs, expenses, losses or items reducing Consolidated Net Income of such Person for such period, including any impairment charges or the impact of purchase accounting (excluding any such non-cash charge, writedown or item to the extent it represents an accrual or reserve for a cash expenditure for a future period), *less* other non-cash items of income increasing Consolidated Net Income (excluding any such non-cash item of income to the extent it represents a receipt of cash in any future period so long as such receipt of cash is not included in calculating Consolidated Net Income or Adjusted EBITDA in such later period); *plus*

(7) all expenses and charges relating to non-controlling Capital Stock and equity income in non-wholly owned Subsidiaries; *plus*

(8) any costs or expense incurred pursuant to any equity plan or stock option plan or any other director, officer, management or employee benefit plan, arrangement or agreement or any stock subscription or stockholder agreement; *plus*

(9) cash receipts (or any netting arrangements resulting in reduced cash expenditures) not included in Adjusted EBITDA or Consolidated Net Income in any period to the extent non-cash gains relating to such receipts were deducted in the calculation of Adjusted EBITDA pursuant to paragraph (b) below for any previous period and not otherwise added back in such period or any other period; *plus*

(10) cost savings, expense reductions, operating improvements, integration savings and synergies, in each case, resulting from acquisitions or divestitures after the Issue Date and projected by the Company in good faith to be realized as a result, and within 12 months, of such acquisition or divestiture;

(b) decreased (without duplication) by the following to the extent included in calculating the Consolidated Net Income of such Person for such period:

(1) non-cash gains other than (A) non-cash gains to the extent they represent the reversal of an accrual or cash reserve for a potential cash item that reduced Adjusted EBITDA in any prior period and (B) non-cash gains with respect to cash actually received in a prior period so long as such cash did not increase Adjusted EBITDA in such prior period.

"Affiliate" means, with respect to any Person, another Person that directly, or indirectly through one or more intermediaries, Controls or is Controlled by or is under common Control with the Person specified.

"Agent" means any Registrar or Paying Agent, or the Custodian.

"Agent Member" means any member of, or direct or indirect participants in, the Depositary,

"Applicable Premium" means, with respect to a Note at any date of redemption, the greater of (i) 1.0% of the then-outstanding principal amount of such Note and (ii) the excess of (A) the present value at such date of redemption of (1) the redemption price of such Note at April 1, 2026 (such redemption price being described in Section 3.07) *plus* (2) all remaining required interest payments due on such Note through April 1, 2026 (excluding accrued but unpaid interest to the date of redemption), computed using a discount rate equal to the Treasury Rate (as of such redemption date or, in the case of a satisfaction and discharge or defeasance, as of the date on which funds are deposited with the Trustee) *plus* 50 basis points, over (B) the then-outstanding principal amount of such Note. The Applicable Premium shall be determined by the Company, and the Trustee shall have no duty to calculate or verify the calculations of the Applicable Premium.

"Applicable Procedures" means, with respect to any payment, tender, redemption, transfer or exchange of or for beneficial interests in any Global Note, the rules and procedures of the Depositary, Euroclear and Clearstream that apply to such payment, tender, redemption, transfer or exchange.

"Attributable Indebtedness" means, on any date, (a) in respect of any Capitalized Lease of any Person, the capitalized amount thereof that would appear on a balance sheet of such Person prepared as of such date in accordance with GAAP, (b) in respect of any Synthetic Lease Obligation, the capitalized amount of the remaining lease or similar payments under the relevant lease or other applicable agreement or instrument that would appear on a balance sheet of such Person prepared as of such date in accordance with GAAP if such lease or other agreement or instrument were accounted for as a Capitalized Lease or (c) in respect of any Sale and Leaseback Transaction, the present value (discounted at a rate borne by the Notes, compounded on a semiannual basis) of the total obligations of the lessee for rental payments during the remaining term of the lease included in any such Sale and Leaseback Transaction.

"Bankruptcy Law" means the Bankruptcy Code of the United States, and all other liquidation, conservatorship, bankruptcy, assignment for the benefit of creditors, moratorium, rearrangement, receivership, insolvency, reorganization, or similar debtor relief Laws of the United States or other applicable jurisdictions from time to time in effect.

"Board of Directors" means the Board of Directors of the Company or any committee thereof duly authorized to act on behalf of the Board of Directors of the Company.

"Board Resolution" means a resolution certified by the Secretary or an Assistant Secretary of the Company to have been duly adopted by the Board of Directors of the Company and to be in full force and effect on the date of such certification.

"Business Day" means each day that is not a Legal Holiday.

"Capital Stock" means, with respect to any Person, all of the shares of capital stock of (or other ownership or profit interests in) such Person, all of the warrants, options or other rights for the purchase or acquisition from such Person of shares of capital stock of (or other ownership or profit interests in) such Person, all of the securities convertible into or exchangeable for shares of capital stock of (or other ownership or profit interests in) such Person or warrants, rights or options for the purchase or acquisition from such Person of such shares (or such other interests), and all of the other ownership or profit interests in such Person (including partnership, member or trust interests therein), whether voting or nonvoting, and whether or not such shares, warrants, options, rights or other interests are outstanding on any date of determination.

"Capitalized Leases" means all leases that have been or should be, in accordance with GAAP, recorded as capitalized leases.

"Cash Equivalents" means any of the following types of Investments, to the extent owned by the Company or any of its Subsidiaries:

(1) readily marketable obligations issued or directly and fully guaranteed or insured by the United States of America or any agency or instrumentality thereof having maturities of not more than one year from the date of acquisition thereof; *provided* that the full faith and credit of the United States of America is pledged in support thereof, or, in the case of a Foreign Subsidiary, readily marketable obligations issued or directly and fully guaranteed or insured by the government, governmental agency or applicable multinational intergovernmental organization of the country of such Foreign Subsidiary or backed by the full faith and credit of the government, governmental agency or applicable multinational intergovernmental organization of the country of such Foreign Subsidiary having maturities of not more than one year from the date of acquisition thereof;

(2) readily marketable obligations issued by any state of the United States of America or any political subdivision of any such state or any public instrumentality thereof maturing within one year from the date of acquisition thereof and having, at the time of acquisition, the highest rating obtainable from Moody's or S&P;

(3) demand deposits, time deposits, Eurodollar time deposits, repurchase agreements or reverse repurchase agreements with, or insured certificates of deposit or bankers' acceptances of, or that are guaranteed by, any commercial bank that (i) is organized under the laws of the United States of America, any state thereof or the District of Columbia or is the principal banking subsidiary of a bank holding company organized under the laws of the United States of America, any state thereof or the District of Columbia, and is a member of the Federal Reserve System, (ii) issues (or the parent of which issues) commercial paper rated as described in clause (4) of this definition and (iii) has combined capital and surplus of at least $500,000,000, in each case with maturities of not more than one year from the date of acquisition thereof;

(4) commercial paper issued by any Person organized under the laws of any state of the United States of America and rated at least "Prime-2" (or the then equivalent grade) by Moody's or at least "A-2" (or the then equivalent grade) by S&P, in each case with maturities of not more than one year from the date of acquisition thereof;

(5) corporate promissory notes or other obligations maturing not more than one year after the date of acquisition which at the time of such acquisition have, or are supported by, an unconditional guaranty from a corporation with similar obligations which have the highest rating obtainable from Moody's or S&P;

(6) Investments, classified in accordance with GAAP as current assets of the Company or any of its Subsidiaries, in money market investment programs registered under the Investment Company Act of 1940, which are administered by financial institutions that have the highest rating obtainable from either Moody's or S&P, and the portfolios of which are limited solely to Investments of the character, quality and maturity described in clauses (1), (2), (3), (4) and (5) of this definition;

(7) other short-term investments utilized by Foreign Subsidiaries in accordance with normal investment practices for cash management in investments of a type analogous to the foregoing; and

(8) solely with respect to any Foreign Subsidiary, non-Dollar denominated (i) certificates of deposit of, bankers acceptances of, or time deposits with, any commercial bank which is organized and existing under the laws of the country in which such Foreign Subsidiary maintains its chief executive office and principal place of business provided such country is a member of the Organization for Economic Cooperation and Development, and whose short-term commercial paper rating from S&P is at least A-1 or the equivalent thereof or from Moody's is at least P-1 or the equivalent thereof (any such bank being an "Approved Foreign Bank") and maturing within 180 days of the date of acquisition and (ii) equivalents of demand deposit accounts which are maintained with an Approved Foreign Bank.

"Change of Control" means:

(1) any event or series of events by which any "person" or "group" (as such terms are used in Sections 13(d) and 14(d) of the Exchange Act, but excluding any employee benefit plan of such person or its Subsidiaries, and any Person acting in its capacity as trustee, agent or other fiduciary or administrator of any such plan) becomes the "beneficial owner" (as defined in Rules 13d-3 and 13d-5 under the Exchange Act), directly or indirectly, of 50% or more of the equity securities of the Company entitled to vote for members of the Board of Directors or equivalent governing body of the Company on a fully-diluted basis, or

(2) the Company sells, conveys, transfers or leases (either in one transaction or a series of related transactions) all or substantially all of its assets to, or merges or consolidates with, a Person other than a Subsidiary of the Company, other than a merger or consolidation where (A) the equity securities of the Company entitled to vote for members of the board of directors or equivalent governing body of the Company outstanding immediately prior to such transaction are converted into or exchanged for equity securities of the surviving or transferee Person constituting a majority of the outstanding equity securities of such surviving or transferee Person entitled to vote for members of the board of directors or equivalent governing body of such surviving or transferee Person (immediately after giving effect to such issuance) and (B) immediately after such transaction, no "person" or "group" (as such terms are used in Sections 13(d) and 14(d) of the Exchange Act, but excluding any employee benefit plan of such person or its subsidiaries, and any person or entity acting in its capacity as trustee, agent or other fiduciary or administrator of any such plan) becomes the beneficial owner (as defined in Rules 13d-3 and 13d-5 under the Exchange Act), directly or indirectly, of 50% or more of the equity securities of the surviving or transferee Person entitled to vote for members of the board of directors or equivalent governing body of the surviving or transferee Person on a fully diluted basis.

"Change of Control Triggering Event" means the occurrence of both a Change of Control and a Rating Decline.

"Clearstream" means Clearstream Banking S.A. and any successor thereto.

"Code" means the Internal Revenue Code of 1986, as amended.

"Commodity Exchange Act" means the Commodity Exchange Act (7 U.S.C. § 1 *et seq*.), as amended from time to time, and any successor statute.

"Company" means Qorvo, Inc., a Delaware corporation, and any successors thereto.

"Consolidated Funded Indebtedness" means, as of any date of determination, for the Company and its Subsidiaries on a consolidated basis in accordance with GAAP and without duplication, all (a) Indebtedness for borrowed money and all obligations evidenced by notes, bonds, debentures, loan agreements or similar instruments, (b) Indebtedness in respect of the deferred purchase price of property or services (which such Indebtedness excludes, for the avoidance of doubt, trade accounts payable or similar obligations to a trade creditor in the ordinary course of business and any contingent earn-out obligation or other contingent obligation related to an acquisition or an Investment permitted hereunder), (c) Indebtedness arising under letters of credit (excluding performance letters of credit), (d) all Indebtedness with respect to Disqualified Stock or Preferred Stock of Subsidiaries, (e) Guarantees of the foregoing types of Indebtedness and (f) all Indebtedness of the types referred to in clauses (a) through (e) above of any partnership in which the Company or a Subsidiary is a general partner; *provided*, that "Consolidated Funded Indebtedness" shall exclude all obligations under any Swap Contract.

"Consolidated Interest Expense" means, for any period, the total interest expense of the Company and its Subsidiaries, *plus*, to the extent Incurred by the Company and its Subsidiaries in such period but not included in such interest expense, without duplication:

(1) interest expense attributable to Capitalized Leases and the interest expense attributable to leases constituting part of a Sale and Leaseback Transaction,

(2) amortization of debt discount and debt issuance costs,

(3) capitalized interest,

(4) non-cash interest expense,

(5) commissions, discounts and other fees and charges attributable to letters of credit and bankers' acceptance financing,

(6) interest accruing on any Indebtedness of any other Person to the extent such Indebtedness is Guaranteed by the Company or any Subsidiary,

(7) net payments, if any, under Swap Contracts,

(8) all dividends in respect of all Disqualified Stock of the Company and all Preferred Stock of any of the Subsidiaries of the Company (other than dividends payable solely in Capital Stock of the Company (other than Disqualified Stock) or to the Company or a Subsidiary), and

(9) the cash contributions to any employee stock ownership plan or similar trust to the extent such contributions are used by such plan or trust to pay interest or fees to any Person (other than the Company) in connection with Indebtedness Incurred by such plan or trust.

"Consolidated Net Income" shall mean, for any Person for any period of measurement, the consolidated net income (or net loss) of such Person for such period, determined on a consolidated basis in accordance with GAAP; provided that in computing such amount for the Company and its Subsidiaries, there shall be excluded extraordinary gains and extraordinary losses of such Person for such period.

"Consolidated Senior Secured Indebtedness" means, at any time, without duplication, the aggregate principal amount of all Consolidated Funded Indebtedness of the Company and its Subsidiaries outstanding on such date, determined on a consolidated basis in accordance with GAAP that, as of such date, is secured by a Lien on any asset of the Company or any Subsidiary (other than liens described in sub item 3(d) of the definition of Permitted Liens).

"Consolidated Senior Secured Leverage Ratio" means, as of any date of determination, the ratio of (a) Consolidated Senior Secured Indebtedness as of such date to (b) Adjusted EBITDA of the Company and its Subsidiaries on a consolidated basis for the most recently completed four fiscal quarters of the Company.

For purposes of this definition, whenever pro forma effect is to be given to any transaction under this definition, the pro forma calculations shall be determined in good faith by a responsible financial or accounting Officer of the Company and shall comply with the requirements of Regulation S-X promulgated by the SEC, but may also include, in the case of sales of assets, Investments or acquisitions referred to above, the net reduction in costs that have been realized or are reasonably anticipated to be realized in good faith with respect to such sale of assets, Investment or acquisition within twelve months of the date thereof and that are reasonable and factually supportable, as if all such reductions in costs had been effected as of the beginning of such period, decreased by any incremental expenses incurred or to be incurred during such four-quarter period in order to achieve such reduction in costs, as set forth in an Officers' Certificate delivered to the Trustee that outlines the specific actions taken or to be taken and the net reduction in costs achieved or to be achieved from each such action and that certifies that such cost reductions meet the criteria set forth in this sentence.

If any Indebtedness bears a floating rate of interest and is being given pro forma effect, the interest expense on such Indebtedness shall be calculated as if the rate in effect on the date of determination had been the applicable rate for the entire period, taking into account any Swap Contract applicable to such Indebtedness if such Swap Contract has a remaining term as of the date of determination in excess of 12 months. If the interest on any such Indebtedness may be determined based on rates chosen by the Company, pro forma interest expense may be determined based on such optional rate chosen as the Company may designate.

"Consolidated Total Assets" means at any time, the total assets of the Company and its Subsidiaries determined on a consolidated basis at such time in accordance with GAAP.

"Consolidation" means the consolidation of the accounts of each of the Subsidiaries with those of the Company in accordance with GAAP consistently applied.

"Control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of a Person, whether through the ability to exercise voting power, by contract or otherwise. "Controlling" and "Controlled" have meanings correlative thereto.

"Corporate Trust Office of the Trustee" means the designated corporate trust office of the Trustee at which at any particular time this Indenture shall be administered, which office at the date of execution of this Indenture is located at 1251 Avenue of the Americas, 19th Floor, New York, New York 10020, Attn: Corporate Trust Dept., or such other address as the Trustee may designate from time to time by notice to the Holders and the Company, or the principal corporate trust office of any successor Trustee (or such other address as such successor Trustee may designate from time to time by notice to the Holders and the Company).

"Credit Facilities" means, one or more debt facilities (including, without limitation, the Existing Credit Agreement), commercial paper facilities or indentures, in each case with banks or other lenders or a trustee, providing for revolving credit loans, term loans, receivables financing (including through the sale of receivables to such lenders or to special purpose entities formed to borrow from such lenders against such receivables), letters of credit or issuances of notes, in each case, as amended, restated, modified, renewed, refunded, replaced or refinanced in whole or in part from time to time.

"Custodian" means the Trustee as custodian with respect to the Global Notes or any successor entity thereto.

"Default" means any event or condition that constitutes an Event of Default or that, with the giving of any notice, the passage of time, or both, would be an Event of Default.

"Definitive Note" means a certificated Note registered in the name of the Holder thereof and issued in accordance with Section 2.07, substantially in the form of Exhibit A, except that such Note shall not bear the Global Note Legend and shall not have the "Schedule of Exchanges of Interests in the Global Note" attached thereto.

"Depositary" means, with respect to the Notes issuable or issued in whole or in part in global form, the Person specified in Section 2.04 as the Depositary with respect to the Notes, and any and all successors thereto appointed as depositary hereunder and having become such pursuant to the applicable provision of this Indenture.

"Disqualified Stock" means, with respect to any Person, any Capital Stock that by its terms, or by the terms of any security into which it is convertible or for which it is exchangeable or exercisable, or upon the happening of any event:

(1) matures or is mandatorily redeemable pursuant to a sinking fund obligation or otherwise,

(2) is convertible or exchangeable for Indebtedness or Disqualified Stock, excluding Capital Stock convertible or exchangeable solely at the option of the Company or a Subsidiary; *provided, however*, that any such conversion or exchange shall be deemed an Incurrence of Indebtedness or Disqualified Stock, as applicable, or

(3) is redeemable at the option of the holder thereof, in whole or in part,

in the case of each of clauses (1), (2) and (3), on or prior to the date that is one year after the Stated Maturity of the Notes; *provided*, *however*, that any Capital Stock that would not constitute Disqualified Stock but for provisions thereof giving holders thereof the right to require such Person to repurchase or redeem such Capital Stock upon the occurrence of a "change of control" occurring prior to the date that is one year after the Stated Maturity of the Notes shall not constitute Disqualified Stock if the "change of control" provisions applicable to such Capital Stock are not more favorable to the holders of such Capital Stock than the provisions of Section 4.14.

"Domestic Subsidiary" means a Subsidiary that is not a Foreign Subsidiary.

"Electronic Means" means the following communications methods: S.W.I.F.T., e-mail, facsimile transmission, secure electronic transmission containing applicable authorization codes, passwords and/or authentication keys issued by the Trustee, or another method or system specified by the Trustee as available for use in connection with its services hereunder.

"Exchange Act" means the Securities Exchange Act of 1934, as amended.

"Existing Credit Agreement" means the credit agreement, dated as of December 5, 2017, among the Company, the guarantors from time to time party thereto, Bank of America, N.A. as administrative agent, and the other parties from time to time party thereto, together with all amendments, modifications, amendments and restatements and supplements thereto.

"Fair Market Value" means, with respect to any asset or property, the price that could be negotiated in an arm's-length, free market transaction, for cash, between a willing seller and a willing and able buyer, neither of whom is under undue pressure or compulsion to complete the transaction, as determined by an Officer in good faith. The Fair Market Value of property or assets other than cash which involves an aggregate amount in excess of $25,000,000 shall have been determined by the Board of Directors in good faith and evidenced by a Board Resolution.

"Foreign Subsidiary" means (i) any Subsidiary that is organized under the laws of a jurisdiction other than the United States, a State thereof or the District of Columbia and any direct or indirect Subsidiary of such Subsidiary, and (ii) any Person substantially all of whose assets consist of equity interests and/or indebtedness of one or more Foreign Subsidiaries and any other assets incidental thereto.

"GAAP" means generally accepted accounting principles in the United States of America as in effect as of the Issue Date, including those set forth in:

(1) the opinions and pronouncements of the Accounting Principles Board of the American Institute of Certified Public Accountants,

(2) statements and pronouncements of the Public Company Accounting Oversight Board,

(3) such other statements by such other entities as approved by a significant segment of the accounting profession, and

(4) the rules and regulations of the SEC governing the inclusion of financial statements (including pro forma financial statements) in periodic reports required to be filed pursuant to Section 13 of the Exchange Act, including opinions and pronouncements in staff accounting bulletins and similar written statements from the accounting staff of the SEC;

provided, with respect to any reports or financial information required to be delivered pursuant to Section 4.03 hereof, such reports or financial information shall be prepared in accordance with GAAP as in effect on the date thereof.

All ratios and computations based on GAAP contained in this Indenture shall be computed in conformity with GAAP.

"Global Note Legend" means the legend set forth in Section 2.07(g)(ii), which is required to be placed on all Global Notes issued under this Indenture.

"Global Notes" means, individually and collectively, each of the Restricted Global Notes and the Unrestricted Global Notes, substantially in the form of Exhibit A, issued in accordance with Section 2.01 or Section 2.07.

"Governmental Authority" means the government of the United States or any other nation, or of any political subdivision thereof, whether state or local, and any agency, authority, instrumentality, regulatory body, court, central bank or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to government (including any supra-national bodies such as the European Union or the European Central Bank).

"Guarantee" means any obligation, contingent or otherwise, of any Person directly or indirectly guaranteeing any Indebtedness or other obligation of any other Person and any obligation, direct or indirect, contingent or otherwise, of such Person:

(1) to purchase or pay (or advance or supply funds for the purchase or payment of) such Indebtedness or other obligation of such other Person (whether arising by virtue of partnership arrangements, or by agreement to keep-well, to purchase assets, goods, securities or services, to take-or-pay, or to maintain financial statement conditions or otherwise) or

(2) entered into for purposes of assuring in any other manner the obligee of such Indebtedness or other obligation of the payment thereof or to protect such obligee against loss in respect thereof (in whole or in part);

provided, *however*, that the term "Guarantee" shall not include endorsements for collection or deposit in the ordinary course of business. The term "Guarantee" when used as a verb has a corresponding meaning. The term "Guarantor" shall mean any Person Guaranteeing any obligation.

The amount of any Guarantee or other contingent liability, to the extent constituting Indebtedness or Investments, shall be deemed to be an amount equal to the stated or determinable amount of the related primary obligation, or portion thereof, in respect of which such Guarantee is made or, if not stated or determinable, the maximum reasonably anticipated liability in respect thereof as determined by the guaranteeing Person or entity in good faith. For the avoidance of doubt, the stated or determinable amount of any undrawn revolving facility shall be zero.

"Holder" means the Person in whose name a Note is registered on the Registrar's books.

"Incur" means to issue, assume, Guarantee, incur or otherwise become liable for; *provided*, *however*, that any Indebtedness or Capital Stock of a Person existing at the time such Person becomes a Subsidiary (whether by merger, consolidation, acquisition or otherwise) shall be deemed to be Incurred by such Person at the time it becomes a Subsidiary. The term "Incurrence" when used as a noun shall have a correlative meaning. The accretion of principal of a non-interest bearing or other discount security or accrual of payment-in-kind interest shall not be deemed the Incurrence of Indebtedness.

"Indebtedness" means, as to any Person at a particular time, without duplication, all of the following, whether or not included as indebtedness or liabilities in accordance with GAAP:

(1) all obligations of such Person for borrowed money and all obligations of such Person evidenced by bonds, debentures, notes, loan agreements or other similar instruments;

(2) the maximum amount of all direct or contingent obligations of such Person arising under letters of credit (including standby and commercial), bankers' acceptances, bank guaranties, surety bonds and similar instruments (other than any Guarantees thereof and contingent obligations under or relating to bank guaranties or surety bonds);

(3) net obligations of such Person under any Swap Contract if and to the extent such obligations would appear as a liability upon a balance sheet (excluding the footnotes thereto) of such Person prepared in accordance with GAAP;

(4) all obligations of such Person to pay the deferred purchase price of property or services (other than trade accounts payable or similar obligations to a trade creditor in the ordinary course of business and other than any contingent earn-out obligation or other contingent obligation related to an acquisition or an Investment permitted hereunder);

(5) Indebtedness of other Persons secured by a Lien on any asset of such Person, whether or not such Indebtedness is assumed by such Person; *provided, however*, that the amount of Indebtedness of such Person shall be the lesser of (i) the Fair Market Value of such asset at such date of determination and (ii) the amount of such Indebtedness of such other Person;

(6) all Attributable Indebtedness of such Person;

(7) the amount of all obligations of such Person with respect to the redemption, repayment or other repurchase of any Disqualified Stock or, with respect to any Subsidiary of such Person, any Preferred Stock (but excluding, in each case, any accrued dividends); and

(8) all Guarantees of such Person in respect of any of the foregoing Indebtedness.

For all purposes hereof, the Indebtedness of any Person shall include the Indebtedness of any partnership in which such Person is a general partner. The amount of any net obligation under any Swap Contract on any date shall be deemed to be the Swap Termination Value thereof as of such date. The amount of any Guarantee of Indebtedness shall be determined in accordance with the definition of "Guarantee." Notwithstanding the foregoing, Indebtedness of the Company and its Subsidiaries shall not include short-term intercompany payables between or among two or more of the Company and its Subsidiaries arising from cash management transactions.

"Indenture" means this Indenture, as amended or supplemented from time to time.

"Indirect Participant" means a Person who holds a beneficial interest in a Global Note through a Participant.

"Initial Notes" means the $700,000,000 aggregate principal amount of 3.375% Senior Notes due 2031 issued on the Issue Date.

"Initial Purchasers" means, collectively, BofA Securities, Inc., Citigroup Global Markets Inc., Wells Fargo Securities, LLC, Morgan Stanley & Co. LLC, MUFG Securities Americas Inc., BNP Paribas Securities Corp., TD Securities (USA) LLC, Truist Securities, Inc. and PNC Capital Markets, LLC.

"interest" means, with respect to the Notes, the cash interest payable on the Notes.

"Interest Payment Date" means April 1 and October 1 of each year, commencing April 1, 2021.

"Investment" means, as to any Person, any direct or indirect acquisition or investment by such Person in another Person, whether by means of (a) the purchase or other acquisition of Capital Stock of another Person, (b) a loan, advance or capital contribution to, Guarantee or assumption of debt of, or purchase or other acquisition of any other debt or interest in, another Person, or (c) the purchase or other acquisition (in one transaction or a series of transactions) of assets of another Person that constitute a business unit. For purposes of covenant compliance, the amount of any Investment at any time outstanding shall be (i) the amount actually invested, without adjustment for subsequent increases or decreases in the value of such Investment, *minus* (ii) the amount of dividends or distributions received in connection with such Investment and any return of capital or repayment of principal received in respect of such Investment that, in each case, is received in cash or Cash Equivalents.

"Investment Grade Rating" means a rating equal to or higher than Baa3 (or the equivalent) by Moody's and a rating equal to or higher than BBB- (or the equivalent) by S&P (or, if either such entity ceases to rate the Notes for reasons outside of the control of the Company, the equivalent investment grade credit rating from any other "nationally recognized statistical rating organization" within the meaning of Section 3(a)(62) of the Exchange Act selected by the Company as a replacement Rating Agency).

"Issue Date" means September 29, 2020.

"Laws" means, collectively, all international, foreign, Federal, state and local statutes, treaties, rules, guidelines, regulations, ordinances, codes and administrative or judicial precedents or authorities, including the interpretation or administration thereof by any Governmental Authority charged with the enforcement, interpretation or administration thereof, and all applicable administrative orders, directed duties, requests, licenses, authorizations and permits of, and agreements with, any Governmental Authority, in each case whether or not having the force of law.

"Legal Holiday" means a Saturday, Sunday or other day on which banking institutions are not required by law or regulation to be open in the State of New York.

"Legended Regulation S Global Note" means a Global Note in the form of Exhibit A bearing the Global Note Legend, the Private Placement Legend and the Regulation S Global Note Legend and deposited with or on behalf of and registered in the name of the Depositary or its nominee, issued in a denomination equal to the outstanding principal amount at maturity of the Notes initially sold in reliance on Rule 903 of Regulation S.

"Lien" means any mortgage, pledge, hypothecation, assignment, deposit arrangement, encumbrance (including any easement, right of way or other encumbrance on title to real property), lien (statutory or other), charge, or preference, priority or other security interest or preferential arrangement in the nature of a security interest of any kind or nature whatsoever (including any conditional sale or other title retention agreement, and any financing lease having substantially the same economic effect as any of the foregoing).

"Material Credit Facility" means any Credit Facility under which there is outstanding (without duplication) Indebtedness of the Company or any Guarantor in an aggregate principal amount equal to or greater than $100,000,000 other than, for the avoidance of doubt, any factoring/securitization or vendor finance transactions.

"Moody's" means Moody's Investors Service, Inc. and any successor to its rating agency business.

"Net Cash Proceeds," with respect to any issuance or sale of Capital Stock, means the cash proceeds of such issuance or sale net of attorneys' fees, accountants' fees, underwriters' or placement agents' fees, discounts or commissions and brokerage, consultant and other fees actually incurred in connection with such issuance or sale and net of taxes paid or payable as a result thereof.

"Non-U.S. Person" means a Person who is not a U.S. Person.

"Notes" means the Initial Notes and any Additional Notes.

"Officer" means the Chairman of the Board, the Chief Executive Officer, the Chief Financial Officer, the President, any Vice President, the Treasurer or the Secretary of the Company or of a Subsidiary Guarantor, as appropriate.

"Officers' Certificate" means a certificate signed by two Officers. One of the Officers signing the Officers' Certificate issued pursuant to Section 4.04 must be the principal executive officer, the principal financial officer, the treasurer or the principal accounting officer of the Company.

"Opinion of Counsel" means a written opinion from legal counsel, which counsel shall be reasonably satisfactory to the Trustee. The counsel may be an employee of or counsel to the Company or a Subsidiary Guarantor.

"Participant" means, with respect to the Depositary, Euroclear or Clearstream, a Person who has an account with the Depositary, Euroclear or Clearstream, respectively (and with respect to DTC, shall include Euroclear and Clearstream).

"Permitted Liens" means:

(1) Liens securing Indebtedness under any Credit Facility in an aggregate principal amount not to exceed the sum of (x) $1,000.0 million and (y) an additional amount not to exceed the maximum amount of Indebtedness that does not cause the Consolidated Senior Secured Leverage Ratio to exceed 3.00 to 1.0; provided, that for purposes of this clause (1), at the Company's option, any revolving credit commitment shall be deemed to be Indebtedness Incurred in the full amount of such commitment on the date such commitment is established (and thereafter, shall be included in "Consolidated Senior Secured Indebtedness" on such basis for purposes of determining the Consolidated Senior Secured Leverage Ratio under this clause (1) to the extent and for so long as such revolving credit commitment remains outstanding) and any subsequent repayment and borrowing under such revolving credit commitment shall be permitted to be secured by a Lien pursuant to this clause (1);

(2) Liens outstanding on the Issue Date (other than Liens referred to in clause (1) above);

(3) (a) Liens for Taxes, assessments or charges of any Governmental Authority or claims not yet due (or, if failure to pay prior to delinquency but after the due date does not result in additional material amounts being due, which are not yet delinquent) or which are being contested in good faith by appropriate proceedings and with respect to which adequate reserves are being maintained in accordance with the provisions of GAAP or equivalent accounting standards in the country of organization, (b) statutory Liens of landlords and Liens of carriers, warehousemen, mechanics, materialmen, customs and revenue authorities and other Liens imposed by law and created in the ordinary course of business for amounts not yet due (or, if failure to pay prior to delinquency but after the due date does not result in additional material amounts being due, which are not yet delinquent) or which are being contested in good faith by appropriate proceedings and with respect to which adequate reserves or other appropriate provisions are being maintained in accordance with the provisions of GAAP or equivalent accounting standards in the Country of origin, (c) Liens (other than any Lien imposed under ERISA) incurred or deposits made in the ordinary course of business (including, without limitation, surety bonds and appeal bonds and Liens securing obligations under indemnity agreements for surety bonds) or other Liens in connection with workers' compensation, unemployment insurance and other types of social security benefits; Liens deemed to exist in connection with Investments in repurchase agreements permitted under subsection (c) of the definition of Investments; Liens of a collection bank arising under Section 4-210 of the Uniform Commercial Code on items in the course of collection; pledges and deposits in the ordinary course of business securing liability for reimbursement or indemnification obligations of insurance carriers providing property, casualty or liability insurance to the Company or any of its Subsidiaries, (d) Liens consisting of any right of offset, or statutory or consensual banker's lien, on bank deposits or securities accounts maintained in the ordinary course of business so long as such bank deposits or securities accounts are not established or maintained for the purpose of providing such right of offset or banker's lien, (e) easements (including, without limitation, reciprocal easement agreements and utility agreements), rights-of-way, covenants, consents, reservations, encroachments, variations and other restrictions, charges or encumbrances (whether or not recorded), which do not interfere materially and adversely with the ordinary conduct of the business of the Company and its Subsidiaries, taken as a whole, (f) building restrictions, zoning laws, entitlements, conservation and environmental restrictions and other similar statutes, laws, rules, regulations, ordinances and restrictions, now or at any time hereafter adopted by any Governmental Authority having jurisdiction, (g) licenses, sublicenses, leases or subleases granted to third parties and not interfering in any material respect with the ordinary conduct of the business of the Company and the Subsidiaries, taken as a whole, (h) any (A) interest or title of a lessor or sublessor under any lease not prohibited by this Indenture, (B) Lien or restriction that the interest or title of such lessor or sublessor may be subject to, or (C) subordination of the interest of the lessee or sublessee under such lease to any Lien or restriction referred to in the preceding subclause (B), so long as the holder of such Lien or restriction agrees to recognize the rights of such lessee or sublessee under such lease, (i) Liens in favor of customs and revenue authorities arising as a matter of Law to secure payment of customs duties in connection with the importation of goods and (j) Liens in favor of any Governmental Authority on deposit accounts in connection with auctions conducted on behalf of such Governmental Authorities in the ordinary course of business; *provided* that such Liens apply only to the amounts actually obtained from auctions conducted on behalf of such Governmental Authorities;

(4) any attachment or judgment Lien not otherwise constituting an Event of Default under Section 6.01(a)(7) in existence less than sixty (60) days after the entry thereof or with respect to which (i) execution has been stayed, (ii) payment is covered in full by insurance, or (iii) the Company or any of its Subsidiaries shall in good faith be prosecuting an appeal or proceedings for review and shall have set aside on its books such reserves as may be required by GAAP with respect to such judgment or award;

(5) Liens securing Indebtedness in respect of Capitalized Leases, Synthetic Lease Obligations and purchase money obligations for fixed or capital assets; *provided* that (i) such Liens do not at any time encumber any property other than the property financed by such Indebtedness and the products and proceeds thereof and (ii) the Indebtedness secured thereby does not exceed the purchase price of the property being acquired on the date of acquisition;

(6) Liens (i) on assets of any Subsidiary which are in existence at the time that such Subsidiary is acquired after the Issue Date, and (ii) on assets of any Subsidiary which are in existence at the time that such assets are acquired after the Issue Date; *provided* that such Liens (A) are not incurred or created in anticipation of such transaction and (B) attach only to the acquired assets or the assets of such acquired Subsidiary and the proceeds and products of such assets (and the proceeds and products thereof);

(7) Liens securing Swap Contracts of the Company or any of its Subsidiaries permitted to be incurred under this Indenture;

(8) Liens on property necessary to defease Indebtedness that was not incurred in violation of this Indenture;

(9) Liens arising out of conditional sale, title retention, consignment or similar arrangements for the sale or purchase of goods entered into by the Company or any Subsidiary in the ordinary course of business;

(10) Liens securing the Notes and the Guarantees thereof;

(11) Liens on the assets of, or Capital Stock in, any Subsidiary that is not a Guarantor or any joint venture and which secures Indebtedness or other obligations of such Subsidiary or joint venture (or of another Subsidiary that is not a Guarantor);

(12) other Liens securing obligations outstanding in aggregate amount, including the amount of Attributable Indebtedness incurred in connection with Sale and Leaseback Transactions, not to exceed the greater of $350,000,000 and 10% of Consolidated Total Assets; and

(13) Liens to secure any modification, refinancing, refunding, restatement, exchange, extension, renewal or replacement (or successive refinancings, refundings, restatements, exchanges, extensions, renewals or replacements) as a whole, or in part, of any Indebtedness secured by any Lien referred to in clauses (1)(x), (5), (6) or (12) of this definition; provided that (a) such new Lien shall be limited to all or part of the same property that secured the original Lien, plus accessions, additions and improvements on such property and after-acquired property that by the terms of such Indebtedness require or include a pledge of after-acquired property and (b) the Indebtedness secured by such Lien at such time is not increased to any amount greater than the sum of (x) the outstanding principal amount or, if greater, committed amount of the Indebtedness described under clauses (1)(x), (5), (6) or (12) of this definition at the time the original Lien was permitted under this Indenture, and (y) an amount necessary to pay accrued but unpaid interest on such Indebtedness and any premium (including tender premiums), defeasance costs, underwriting discounts and any fees, costs and expenses (including upfront fees, original issue discount (in lieu of upfront fees) or similar fees) incurred in connection with such modification, refinancing, refunding, extension, renewal or replacement.

Notwithstanding anything to the contrary herein, in the event any Lien is incurred or other transaction is undertaken in reliance on a ratio basket based on the Consolidated Senior Secured Leverage Ratio, such ratio shall be calculated with respect to such incurrence, issuance or other transaction without giving effect to amounts being utilized under any dollar basket on the same date. Each Lien incurred and each other transaction undertaken will be deemed to have been incurred or taken first, to the extent available, pursuant to the Consolidated Senior Secured Leverage Ratio.

"Person" means any natural person, corporation, limited liability company, trust, joint venture, association, company, partnership, Governmental Authority or other entity.

"Preferred Stock," as applied to the Capital Stock of any Person, means Capital Stock of any class or classes (however designated) that is preferred as to the payment of dividends, or as to the distribution of assets upon any voluntary or involuntary liquidation or dissolution of such Person, over shares of Capital Stock of any other class of such Person.

"Principal Facility" means any land, building, machinery or equipment, or leasehold interests and improvements in respect of the foregoing, owned, on the date of this Indenture or thereafter, by the Company or a Subsidiary, which has a gross book value (without deduction for any depreciation reserves) at the date as of which the determination is being made in excess of 1.0% of Consolidated Total Assets, other than any such land, building, machinery or equipment, or leasehold interests and improvements in respect of the foregoing which, in the opinion of the Board of Directors of the Company (evidenced by a Board Resolution), is not of material importance to the business conducted by the Company and its Subsidiaries taken as a whole.

"Private Placement Legend" means the legend set forth in Section 2.07(g)(i) to be placed on all Notes issued under this Indenture except where otherwise permitted by the provisions of this Indenture.

"QIB" means a "qualified institutional buyer" as defined in Rule 144A.

"Qualified Equity Offering" means an offering for cash by the Company of its common stock.

"Rating Agency" means Moody's and S&P or if Moody's or S&P or both cease to rate the Notes for reasons outside of the control of the Company, any other "nationally recognized statistical rating organization" within the meaning of Section 3(a)(62) of the Exchange Act selected by the Company as a replacement Rating Agency.

"Rating Decline" means, with respect to the Notes, the occurrence of a decrease in the rating of the Notes by one or more gradations by the two Rating Agencies (including gradations within rating categories, as well as between categories), within 60 days after the earlier of (x) a Change of Control, (y) the date of public notice of a Change of Control or (z) public notice by the Company to effect a Change of Control (which 60-day period shall be extended so long as the rating of the Notes is under publicly announced consideration for possible downgrade by each such Rating Agency); provided, however, that a Rating Decline otherwise arising by virtue of a particular reduction in rating will not be deemed to have occurred in respect of a particular Change of Control (and thus will not be deemed a Rating Decline for purposes of the definition of Change of Control Triggering Event) unless the Rating Agency making the reduction in rating to which this definition would otherwise apply announces or publicly confirms or informs the Trustee in writing at the Company's or the Trustee's request that the reduction was the result of, or in respect of, the applicable Change of Control (whether or not the applicable Change of Control has occurred at the time of the Rating Decline); provided, further, that notwithstanding the foregoing, a Rating Decline shall not be deemed to have occurred so long as the Notes have an Investment Grade Rating from any of the two Rating Agencies.

"Regulation S" means Regulation S promulgated under the Securities Act.

"Regulation S Global Note" means a Legended Regulation S Global Note or an Unlegended Regulation S Global Note, as appropriate.

"Regulation S Global Note Legend" means the legend set forth in Section 2.07(h), which is required to be placed on all Regulation S Global Notes issued under this Indenture.

"Responsible Officer," when used with respect to the Trustee, means any officer within the Corporate Trust Office of the Trustee (or any successor group of the Trustee) who at the time shall have direct responsibility for the administration of this Indenture and also means, with respect to a particular corporate trust matter relating to this Indenture, any other officer to whom such matter is referred because of such person's knowledge of and familiarity with the particular subject.

"Restricted Definitive Note" means a Definitive Note bearing the Private Placement Legend.

"Restricted Global Note" means a Global Note bearing the Private Placement Legend.

"Restricted Period" means the 40-day distribution compliance period as defined in Regulation S.

"Rule 144" means Rule 144 promulgated under the Securities Act, as amended.

"Rule 144A" means Rule 144A promulgated under the Securities Act, as amended.

"Rule 903" means Rule 903 promulgated under the Securities Act, as amended.

"Rule 904" means Rule 904 promulgated under the Securities Act, as amended.

"S&P" means Standard & Poor's Financial Services LLC or any successor to its rating agency business.

"Sale and Leaseback Transaction" means any sale or transfer made by the Company or one or more Subsidiaries (except a sale or transfer made to the Company or one or more Subsidiaries) of any Principal Facility that (in the case of a Principal Facility which is a building or equipment) has been in operation, use or commercial production (exclusive of test and start-up periods) by the Company or any Subsidiary for more than 180 days prior to such sale or transfer, or that (in the case of a Principal Facility that is a parcel of real property not containing a building) has been owned by the Company or any Subsidiary for more than 180 days prior to such sale or transfer, if such sale or transfer is made with the intention of leasing, or as a part of an arrangement involving the lease of such Principal Facility to the Company or a Subsidiary (except a lease for a period not exceeding 36 months made with the intention that the use of the lease Principal Facility by the Company or such Subsidiary will be discontinued on or before the expiration of such period). The creation of any Secured Indebtedness permitted under the applicable section of this Indenture will not be deemed to create or be considered a Sale and Leaseback Transaction.

"SEC" means the Securities and Exchange Commission.

"Secured Indebtedness" means any Indebtedness of the Company secured by a Lien. "Secured Indebtedness" of a Subsidiary Guarantor has a correlative meaning.

"Securities Act" means the Securities Act of 1933, as amended.

"Significant Subsidiary" means, any Subsidiary that would be a "Significant Subsidiary" of the Company within the meaning of Rule 1-02 under Regulation S-X promulgated by the SEC.

"Significant Subsidiary Guarantor" means a Significant Subsidiary that is a Subsidiary Guarantor.

"Stated Maturity" means, with respect to any Indebtedness, the date specified in such security as the fixed date on which the final payment of principal of such Indebtedness is due and payable, including pursuant to any mandatory redemption provision (but excluding any provision providing for the repurchase of such Indebtedness at the option of the holder thereof upon the happening of any contingency beyond the control of the issuer unless such contingency has occurred).

"Subsidiary" of any Person means any corporation, association, partnership or other business entity of which more than 50% of the total voting power of shares of Capital Stock or other interests (including partnership interests) entitled (without regard to the occurrence of any contingency) to vote in the election of directors, managers or trustees thereof is at the time owned, directly or indirectly, by:

(1) such Person,

(2) such Person and one or more Subsidiaries of such Person, or

(3) one or more Subsidiaries of such Person.

"Subsidiary Guarantee" means each Guarantee of the obligations with respect to the Notes issued by a Subsidiary of the Company pursuant to the terms of this Indenture.

"Subsidiary Guarantor" means any Subsidiary that provides a Subsidiary Guarantee and its successors and assigns until released from its obligations under its Subsidiary Guarantee in accordance with the terms of this Indenture.

"Swap Contract" means (a) any and all rate swap transactions, basis swaps, credit derivative transactions, forward rate transactions, commodity swaps, commodity options, forward commodity contracts, equity or equity index swaps or options, bond or bond price or bond index swaps or options or forward bond or forward bond price or forward bond index transactions, interest rate options, forward foreign exchange transactions, cap transactions, floor transactions, collar transactions, currency swap transactions, cross-currency rate swap transactions, currency options, spot contracts, or any other similar transactions or any combination of any of the foregoing (including any options to enter into any of the foregoing), whether or not any such transaction is governed by or subject to any master agreement, and (b) any and all transactions of any kind, and the related confirmations, which are subject to the terms and conditions of, or governed by, any form of master agreement published by the International Swaps and Derivatives Association, Inc., any International Foreign Exchange Master Agreement, or any other master agreement (any such master agreement, together with any related schedules, a "Master Agreement"), including any such obligations or liabilities under any Master Agreement.

"Swap Termination Value" means, in respect of any one or more Swap Contracts, after taking into account the effect of any legally enforceable netting agreement relating to such Swap Contracts, (a) for any date on or after the date such Swap Contracts have been closed out and termination value(s) determined in accordance therewith, such termination value(s), and (b) for any date prior to the date referenced in clause (a), the amount(s) determined as the mark-to-market value(s) for such Swap Contracts, as determined based upon one or more mid-market or other readily available quotations provided by any recognized dealer in such Swap Contracts.

"Synthetic Lease Obligation" means the monetary obligation of a Person under a so-called synthetic, off-balance sheet or tax retention lease.

"Taxes" means all present or future taxes, levies, imposts, duties, deductions, withholdings (including backup withholding), assessments, fees or other charges imposed by any Governmental Authority, including any interest, additions to tax or penalties applicable thereto.

"TIA" means the Trust Indenture Act of 1939 (15 U.S.C. §§77aaa-77bbbb) as amended.

"Transactions" means the issuance and sale of the Notes and the payment of fees and expenses in connection therewith.

"Treasury Rate" means the yield to maturity at the time of computation of United States Treasury securities with a constant maturity (as compiled and published in the most recent Federal Reserve Statistical Release H.15 (519) which has become publicly available at least two Business Days prior to the date fixed for redemption (or, if such Statistical Release is no longer published, any publicly available source for similar market data)) most nearly equal to the then remaining term of the Notes to April 1, 2026; *provided*, *however*, that if the then remaining term of the Notes to April 1, 2026 is not equal to the constant maturity of a United States Treasury security for which a weekly average yield is given, the Treasury Rate will be obtained by linear interpolation (calculated to the nearest one-twelfth of a year) from the weekly average yields of United States Treasury securities for which such yields are given, except that if the then remaining term of the Notes to April 1, 2026 is less than one year, the weekly average yield on actually traded United States Treasury securities adjusted to a constant maturity of one year will be used. The Company or its agent shall obtain the Treasury Rate.

"Trustee" means the party named as such in this Indenture until a successor replaces it and, thereafter, means the successor.

"Unlegended Regulation S Global Note" means a permanent Regulation S Global Note (other than a Legended Regulation S Global Note) in the form of Exhibit A bearing the Global Note Legend, deposited with or on behalf of and registered in the name of the Depositary or its nominee and issued upon expiration of the Restricted Period.

"Unrestricted Definitive Note" means one or more Definitive Notes that do not bear and are not required to bear the Private Placement Legend.

"Unrestricted Global Note" means a permanent Global Note substantially in the form of Exhibit A that bears the Global Note Legend, that has the "Schedule of Exchanges of Interests in the Global Note" attached thereto, that is deposited with or on behalf of and registered in the name of the Depositary, representing all or a portion of the Notes, and that does not bear the Private Placement Legend.

"U.S. Government Obligations" means direct obligations (or certificates representing an ownership interest in such obligations) of the United States of America (including any agency or instrumentality thereof) for the payment of which the full faith and credit of the United States of America is pledged and which are not callable or redeemable at the issuer's option.

"U.S. Person" means a U.S. person as defined in Rule 902(o) under the Securities Act.

Section 1.02. Other Definitions.

Term	Defined in Section
"Act"	13.14
"Additional Obligor"	4.18
"Authentication Order"	2.02
"Change of Control Offer"	4.14
"Change of Control Purchase Date"	4.14
"covenant defeasance option"	8.01
"DTC"	2.01
"EDGAR"	4.03
"Event of Default"	6.01
"Guaranteed Obligations"	10.01
"legal defeasance option"	8.01
"offshore transaction"	2.07
"Paying Agent"	2.04
"Registrar"	2.04
"Successor Company"	5.01
"Successor Guarantor"	5.01

Section 1.03. Inapplicability of the Trust Indenture Act.

This Indenture is not, and will not be, qualified under, subject to, or incorporate, restate or make reference to, any provision of the TIA, and the provisions of the TIA that would otherwise be made a part of this Indenture are not, and will not be, included in this Indenture.

Section 1.04. Rules of Construction.

Unless the context otherwise requires:

(a) a term has the meaning assigned to it;

(b) an accounting term not otherwise defined has the meaning assigned to it in accordance with GAAP;

(c) "or" is not exclusive;

(d) words in the singular include the plural, and in the plural include the singular;

(e) "herein," "hereof" and other words of similar import refer to this Indenture as a whole and not to any particular Section, Article or other subdivision;

(f) all references to Sections or Articles or Exhibits refer to Sections or Articles or Exhibits of or to this Indenture unless otherwise indicated; and

(g) references to sections of or rules under the Securities Act shall be deemed to include amended, substitute, replacement or successor sections or rules adopted by the SEC from time to time.

ARTICLE TWO

THE NOTES

Section 2.01. Form and Dating.

(a) *General.* The Notes and the Trustee's certificate of authentication shall be substantially in the form set forth in Exhibit A hereto, with such appropriate insertions, omissions, substitutions and other variations as are required or permitted by this Indenture. The Notes may have notations, legends or endorsements required by law, stock exchange rule or usage. Each Note shall be dated the date of its authentication. The Notes shall be issued in registered global form without interest coupons in minimum denominations of $2,000 and integral multiples of $1,000 in excess thereof.

The terms and provisions contained in the Notes shall constitute, and are hereby expressly made, a part of this Indenture, and the Company, the Subsidiary Guarantors and the Trustee, by their execution and delivery of this Indenture, expressly agree to such terms and provisions and to be bound thereby. However, to the extent any provision of any Note conflicts with the express provisions of this Indenture, the provisions of this Indenture shall govern and be controlling.

In any case where an Interest Payment Date or any other Stated Maturity of any payment required to be made on the Notes shall not be a Business Day, then each such payment need not be made on such date, but shall be made on the next succeeding Business Day with the same force and effect as if made on such Interest Payment Date or Stated Maturity of such payment and no additional interest shall be payable as a result of such delay in payment.

(b) *Global Notes.* Notes issued in global form shall be substantially in the form set forth in Exhibit A hereto (and shall include the Global Note Legend thereon and the "Schedule of Exchanges of Interests in the Global Note" attached thereto). Notes issued in definitive form shall be substantially in the form set forth in Exhibit A hereto (but without the Global Note Legend thereon and without the "Schedule of Exchanges of Interests in the Global Note" attached thereto). Each Global Note shall represent such of the outstanding Notes as shall be specified therein and each shall provide that it represents the aggregate principal amount of outstanding Notes from time to time endorsed thereon and that the aggregate principal amount of outstanding Notes represented thereby may from time to time be reduced or increased, as appropriate, to reflect exchanges and redemptions. Any endorsement of a Global Note on the Schedule of Exchanges and Interests to reflect the amount of any increase or decrease in the aggregate principal amount of outstanding Notes represented thereby shall be made by the Trustee or, if the Custodian and the Trustee are not the same Person, by the Custodian at the direction of the Trustee, in accordance with instructions given by the Holder thereof as required by Section 2.07 hereof.

(c) *Regulation S Global Notes*. Notes offered and sold in reliance on Regulation S shall be issued initially in the form of a Legended Regulation S Global Note, which shall be deposited on behalf of the purchasers of the Notes represented thereby with the Trustee, as custodian for The Depository Trust Company ("DTC"), and registered in the name of the Depositary or the nominee of the Depositary for the accounts of designated agents holding on behalf of Euroclear or Clearstream, duly executed by the Company and authenticated by the Trustee as hereinafter provided. Following the termination of the Restricted Period, beneficial interests in the Legended Regulation S Global Note may be exchanged for beneficial interests in Unlegended Regulation S Global Notes pursuant to Section 2.07 and the Applicable Procedures. Simultaneously with the authentication of Unlegended Regulation S Global Notes, the Trustee shall cancel the Legended Regulation S Global Note. The aggregate principal amount of the Regulation S Global Notes may from time to time be increased or decreased by adjustments made on the records of the Trustee and the Depositary or its nominee, as the case may be, in connection with transfers of interest as hereinafter provided.

(d) *Euroclear and Clearstream Procedures Applicable.* The provisions of the "Operating Procedures of the Euroclear System" and "Terms and Conditions Governing Use of Euroclear" and the "General Terms and Conditions of Clearstream Banking" and "Customer Handbook" of Clearstream shall be applicable to transfers of beneficial interests in the Regulation S Global Notes that are held by Participants through Euroclear or Clearstream.

Section 2.02. Execution and Authentication.

One Officer of the Company shall sign the Notes for the Company by manual or facsimile signature.

If an Officer whose signature is on a Note no longer holds that office at the time a Note is authenticated, the Note shall nevertheless be valid.

A Note shall not be valid until authenticated by the manual signature of the Trustee. Such signature shall be conclusive evidence that the Note has been authenticated under this Indenture.

The aggregate principal amount of Notes which may be authenticated and delivered under this Indenture is unlimited.

The Company may, subject to Article Four of this Indenture and applicable law, issue Additional Notes under this Indenture. The Initial Notes, and any Additional Notes subsequently issued shall be treated as a single class of Notes for all purposes under this Indenture; *provided* that Additional Notes that are not fungible with the Initial Notes for U.S. Federal income tax purposes may trade under a separate CUSIP and may be treated as a separate class for purposes of transfers and exchanges.

At any time and from time to time after the execution of this Indenture, the Trustee shall, upon receipt of a written order of the Company signed by an Officer of the Company (an "Authentication Order"), authenticate Notes for original issue in an aggregate principal amount specified in such Authentication Order. The Authentication Order shall specify the amount of Notes to be authenticated and the date on which the Notes are to be authenticated.

The Trustee may appoint an authenticating agent acceptable to the Company to authenticate Notes. An authenticating agent may authenticate Notes whenever the Trustee may do so. Each reference in this Indenture to authentication by the Trustee includes authentication by such agent. An authenticating agent has the same rights as an Agent to deal with Holders or an Affiliate of the Company.

The Company shall execute and the Trustee shall, in accordance with this Indenture, authenticate and deliver the Global Notes that (i) shall be registered in the name of the Depositary or the nominee of the Depositary and (ii) shall be delivered by the Trustee to the Depositary or pursuant to the Depositary's instructions or held by the Trustee as Custodian.

Participants shall have no rights either under this Indenture with respect to any Global Note held on their behalf by the Depositary or by the Custodian or under such Global Note, and the Depositary may be treated by the Company, the Trustee and any agent of the Company or the Trustee as the absolute owner of such Global Note for all purposes whatsoever. Notwithstanding the foregoing, nothing herein shall prevent the Company, the Trustee or any Agent or other agent of the Company or the Trustee from giving effect to any written certification, proxy or other authorization furnished by the Depositary or impair, as between the Depositary and its Participants, the operation of customary practices of such Depositary governing the exercise of the rights of an owner of a beneficial interest in any Global Note.

Section 2.03. Methods of Receiving Payments on the Notes.

All payments on Notes shall be made at the office or agency of the Paying Agent and Registrar unless the Company elects to make interest payments by check mailed to the Holders at their addresses set forth in the register of Holders.

The Company shall pay all principal, interest and premium, if any, on Global Notes in immediately available funds to the Paying Agent for further distribution to the Depositary, as the registered Holder of such Global Notes.

Section 2.04. Registrar, Paying Agent and Depositary.

(a) The Company shall maintain a registrar with an office or agency where Notes may be presented for registration of transfer or for exchange ("Registrar") and a paying agent with an office or agency where Notes may be presented for payment ("Paying Agent"). The Registrar shall keep a register of the Notes and of their transfer and exchange. The Company may appoint one or more co-registrars and one or more additional paying agents. The term "Registrar" includes any co-registrar and the term "Paying Agent" includes any additional paying agent. The Company may change any Paying Agent or Registrar without notice to any Holder. The Company shall enter into an appropriate agency agreement with any Agent that is not a party to this Indenture. The agreement shall implement the provisions of this Indenture that relate to such Agent. The Company shall notify the Trustee in writing of the name and address of any such Agent. If the Company fails to appoint or maintain another entity as Registrar or Paying Agent, the Trustee shall act as such. The Company or any of its Subsidiaries may act as Paying Agent or Registrar.

(b) The Company initially appoints DTC to act as Depositary with respect to the Global Notes.

(c) The Company initially appoints the Trustee to act as the Registrar and Paying Agent and to act as Custodian with respect to the Global Notes.

(d) The Company shall be responsible for making calculations called for under the Notes, including but not limited to determination of redemption price, premium, if any, and any additional amounts or other amounts payable on the Notes. The Company will make the calculations in good faith. The Company will provide a schedule of its calculations to the Trustee when requested by the Trustee, and the Trustee is entitled to rely conclusively on the accuracy of the Company's calculations without independent verification. None of the Trustee, the Registrar, the Paying Agents or Transfer Agents shall have any responsibility or obligation to any beneficial owner of an interest in a Global Note, any Agent Member or other member of, or a participant in, DTC or other Person with respect to the accuracy of the records of DTC or any nominee or participant or member thereof, with respect to any ownership interest in the Notes or with respect to the delivery to any Agent Member or other participant, member, beneficial owner or other Person (other than DTC) of any notice or the payment of any amount or delivery of any Notes (or other security or property) under or with respect to such Notes. All notices and communications to be given to the Holders and all payments to be made to Holders in respect of the Notes shall be given or made only to or upon the order of the registered Holders (which shall be DTC or its nominee in the case of a Global Note). The rights of beneficial owners in any Global Note shall be exercised only through DTC, subject to its applicable rules and procedures. The Trustee, Registrar, Paying Agents and Transfer Agents may rely and shall be fully protected in relying upon information furnished by DTC with respect to its Agent Members and other members, participants and any beneficial owners.

Section 2.05. Paying Agent to Hold Money in Trust.

The Company shall require each Paying Agent other than the Trustee to agree in writing that the Paying Agent shall hold in trust for the benefit of Holders or the Trustee all money held by the Paying Agent for the payment of principal, premium, if any, or interest on the Notes, and shall notify the Trustee of any default by the Company in making any such payment. While any such default continues, the Trustee may require a Paying Agent to pay all money held by it to the Trustee. The Company at any time may require a Paying Agent to pay all money held by it to the Trustee. Upon payment over to the Trustee, the Paying Agent (if other than the Company or one of its Subsidiaries) shall have no further liability for the money. If the Company or one of its Subsidiaries acts as Paying Agent, it shall segregate and hold in a separate trust fund for the benefit of the Holders all money held by it as Paying Agent. Upon any bankruptcy or reorganization proceedings relating to the Company, the Trustee shall serve as Paying Agent for the Notes.

Section 2.06. Holder Lists.

The Trustee shall preserve in as current a form as is reasonably practicable the most recent list available to it of the names and addresses of all Holders. If the Trustee is not the Registrar, the Company shall furnish to the Trustee at least five Business Days before each Interest Payment Date and at such other times as the Trustee may request in writing, a list in such form and as of such date as the Trustee may reasonably require of the names and addresses of the Holders of Notes.

Section 2.07. Transfer and Exchange.

(a) *Transfer and Exchange of Global Notes*. A Global Note may not be transferred as a whole except by the Depositary to a nominee of the Depositary, by a nominee of the Depositary to the Depositary or to another nominee of the Depositary, or by the Depositary or any such nominee to a successor Depositary or a nominee of such successor Depositary. All Global Notes shall be exchanged by the Company for Definitive Notes if (i) the Depositary (A) notifies the Company that it is unwilling or unable to continue to act as Depositary for the Global Notes or (B) has ceased to be a clearing agency registered under the Exchange Act; and in either case, the Company fails to appoint a successor Depositary within 90 days after becoming aware of such condition; or (ii) the Company, at its option, notifies the Trustee in writing that it elects to cause the issuance of Definitive Notes in exchange for Global Notes (in whole but not in part); *provided* that in no event shall the Legended Regulation S Global Note be exchanged by the Company for Definitive Notes prior to (A) the expiration of the Restricted Period and (B) the receipt by the Registrar of any certificates required pursuant to Rule 903. Upon the occurrence of any of the preceding events in clauses (i) or (ii) above, Definitive Notes shall be issued in such names as the Depositary shall instruct the Trustee. Global Notes also may be exchanged or replaced, in whole or in part, as provided in Sections 2.08 and 2.11 hereof. Except as otherwise provided above in this Section 2.07(a), every Note authenticated and delivered in exchange for, or in lieu of, a Global Note or any portion thereof, pursuant to this Section 2.07 or Section 2.08 or 2.11 hereof, shall be authenticated and delivered in the form of, and shall be, a Global Note. A Global Note may not be exchanged for another Note other than as provided in this Section 2.07(a); however, beneficial interests in a Global Note may be transferred and exchanged as provided in Section 2.07(b), (c) or (d) hereof.

(b) *Transfer and Exchange of Beneficial Interests in the Global Notes*. The transfer and exchange of beneficial interests in the Global Notes shall be effected through the Depositary, in accordance with the provisions of this Indenture and the Applicable Procedures. Beneficial interests in the Restricted Global Notes shall be subject to restrictions on transfer comparable to those set forth herein to the extent required by the Securities Act. Transfers of beneficial interests in the Global Notes also shall require compliance with either subparagraph (i) or (ii) below, as applicable, as well as one or more of the other following subparagraphs, as applicable:

(i) *Transfer of Beneficial Interests in the Same Global Note*. Beneficial interests in any Restricted Global Note may be transferred to Persons who take delivery thereof in the form of a beneficial interest in the same Restricted Global Note in accordance with the transfer restrictions set forth in the Private Placement Legend; *provided*, *however*, that prior to the expiration of the Restricted Period, transfers of beneficial interests in a Legended Regulation S Global Note may not be made to a U.S. Person or for the account or benefit of a U.S. Person (other than an Initial Purchaser). Beneficial interests in any Unrestricted Global Note may be transferred to Persons who take delivery thereof in the form of a beneficial interest in an Unrestricted Global Note. No written orders or instructions shall be required to be delivered to the Registrar to effect the transfers described in this Section 2.07(b)(i).

(ii) *All Other Transfers and Exchanges of Beneficial Interests in Global Notes*. In connection with all transfers and exchanges of beneficial interests that are not subject to Section 2.07(b)(i) above, the transferor of such beneficial interest must deliver to the Registrar a written order from a Participant or an Indirect Participant given to the Depositary in accordance with the Applicable Procedures directing the Depositary to credit or cause to be credited a beneficial interest in another Global Note in an amount equal to the beneficial interest to be transferred or exchanged and (2) instructions given in accordance with the Applicable Procedures containing information regarding the Participant account to be credited with such increase. Upon satisfaction of all of the requirements for transfer or exchange of beneficial interests in Global Notes contained in this Indenture and the Notes or otherwise applicable under the Securities Act, the Trustee shall adjust the principal amount at maturity of the relevant Global Notes pursuant to Section 2.07(i).

(iii) *Transfer of Beneficial Interests to Another Restricted Global Note*. A beneficial interest in any Restricted Global Note may be transferred to a Person who takes delivery thereof in the form of a beneficial interest in another Restricted Global Note if the transfer complies with the requirements of Section 2.07(b)(ii) above and the Registrar receives the following:

(A) if the transferee will take delivery in the form of a beneficial interest in a 144A Global Note, then the transferor must deliver a certificate in the form of Exhibit B hereto, including the certifications in item (1) thereof; or

(B) if the transferee will take delivery in the form of a beneficial interest in a Legended Regulation S Global Note, then the transferor must deliver a certificate in the form of Exhibit B hereto, including the certifications in item (2) thereof.

(iv) Transfer and Exchange of Beneficial Interests in a Restricted Global Note for Beneficial Interests in an Unrestricted Global Note. A beneficial interest in any Restricted Global Note may be exchanged by any Holder thereof for a beneficial interest in an Unrestricted Global Note or transferred to a Person who takes delivery thereof in the form of a beneficial interest in an Unrestricted Global Note if the exchange or transfer complies with the requirements of Section 2.07(b)(ii) above and if the Registrar receives the following:

(A) if the holder of such beneficial interest in a Restricted Global Note proposes to exchange such beneficial interest for a beneficial interest in an Unrestricted Global Note, a certificate from such holder in the form of Exhibit C hereto, including the certifications in item (1)(a) thereof; or

(B) if the holder of such beneficial interest in a Restricted Global Note proposes to transfer such beneficial interest to a Person who shall take delivery thereof in the form of a beneficial interest in an Unrestricted Global Note, a certificate from such holder in the form of Exhibit B hereto, including the applicable certifications in item (4) thereof;

and, in each such case set forth in this subparagraph (iv), an Opinion of Counsel in form reasonably acceptable to the Registrar and the Company to the effect that such exchange or transfer is in compliance with the Securities Act and that the restrictions on transfer contained herein and in the Private Placement Legend are no longer required in order to maintain compliance with the Securities Act.

If any such transfer is effected pursuant to subparagraph (iv) above at a time when an Unrestricted Global Note has not yet been issued, the Company shall issue and, upon receipt of an Authentication Order in accordance with Section 2.02 hereof, the Trustee shall authenticate one or more Unrestricted Global Notes in an aggregate principal amount equal to the aggregate principal amount of beneficial interests transferred pursuant to subparagraph (iv) above.

Beneficial interests in an Unrestricted Global Note cannot be exchanged for, or transferred to Persons who take delivery thereof in the form of, a beneficial interest in a Restricted Global Note.

(c) *Transfer or Exchange of Beneficial Interests for Definitive Notes*.

(i) *Beneficial Interests in Restricted Global Notes to Restricted Definitive Notes*. If Definitive Notes are permitted at such time to be issued pursuant to Section 2.07(a) and any holder of a beneficial interest in a Restricted Global Note proposes to exchange such beneficial interest for a Restricted Definitive Note or to transfer such beneficial interest to a Person who takes delivery thereof in the form of a Restricted Definitive Note, then, upon receipt by the Registrar of the following documentation:

(A) if the holder of such beneficial interest in a Restricted Global Note proposes to exchange such beneficial interest for a Restricted Definitive Note, a certificate from such holder in the form of Exhibit C, including the certifications in item (2)(a) thereof;

(B) if such beneficial interest is being transferred to a QIB in accordance with Rule 144A, a certificate to the effect set forth in Exhibit B hereto, including the certifications in item (1) thereof;

(C) if such beneficial interest is being transferred pursuant to an exemption from the registration requirements of the Securities Act in accordance with Rule 144, a certificate to the effect set forth in Exhibit B hereto, including the certifications in item (3)(a) thereof;

(D) if such beneficial interest is being transferred to a Non-U.S. Person in an "offshore transaction" in accordance with Rule 903 or Rule 904, a certificate to the effect set forth in Exhibit B hereto, including the certifications in item (2) thereof; or

(E) if such beneficial interest is being transferred to the Company or any of its Subsidiaries, a certificate to the effect set forth in Exhibit B hereto, including the certifications in item (3)(b) thereof;

the Trustee shall cause the aggregate principal amount of the applicable Global Note to be reduced accordingly pursuant to Section 2.07(i) hereof, and the Company shall execute and the Trustee shall authenticate and deliver to the Person designated in the instructions a Definitive Note in the appropriate principal amount. Any Restricted Definitive Note issued in exchange for a beneficial interest in a Restricted Global Note pursuant to this Section 2.07 shall be registered in such name or names and in such authorized denomination or denominations as the holder of such beneficial interest shall instruct the Registrar through instructions from the Depositary and the Participant or Indirect Participant. The Trustee shall deliver such Restricted Definitive Notes to the Persons in whose names such Notes are so registered. Any Restricted Definitive Note issued in exchange for a beneficial interest in a Restricted Global Note pursuant to this Section 2.07(c)(i) shall bear the Private Placement Legend and shall be subject to all restrictions on transfer contained therein.

(ii) *Beneficial Interests in Legended Regulation S Global Note to Definitive Notes*. Notwithstanding Sections 2.07(c)(i)(A) and (D) hereof, a beneficial interest in the Legended Regulation S Global Note may not be exchanged for a Definitive Note or transferred to a Person who takes delivery thereof in the form of a Definitive Note prior to (A) the expiration of the Restricted Period and (B) the receipt by the Registrar of a certificate in the form of Exhibit B hereto or other evidence satisfactory to the Company pursuant to Rule 903(b)(3)(ii)(B) of the Securities Act, except in the case of a transfer pursuant to an exemption from the registration requirements of the Securities Act other than Rule 903 or Rule 904.

(iii) *Beneficial Interests in Restricted Global Notes to Unrestricted Definitive Notes*. If Definitive Notes are permitted at such time to be issued pursuant to Section 2.07(a), a holder of a beneficial interest in a Restricted Global Note may exchange such beneficial interest for an Unrestricted Definitive Note or may transfer such beneficial interest to a Person who takes delivery thereof in the form of an Unrestricted Definitive Note only if the Registrar receives the following:

(A) if the holder of such beneficial interest in a Restricted Global Note proposes to exchange such beneficial interest for a Definitive Note that does not bear the Private Placement Legend, a certificate from such holder in the form of Exhibit C hereto, including the certifications in item (1)(b) thereof; or

(B) if the holder of such beneficial interest in a Restricted Global Note proposes to transfer such beneficial interest to a Person who shall take delivery thereof in the form of a Definitive Note that does not bear the Private Placement Legend, a certificate from such holder in the form of Exhibit B hereto, including the applicable certifications in item (4) thereof;

and, in each such case set forth in this subparagraph (iii), an Opinion of Counsel in form reasonably acceptable to the Registrar and the Company to the effect that such exchange or transfer is in compliance with the Securities Act and that the restrictions on transfer contained herein and in the Private Placement Legend are no longer required in order to maintain compliance with the Securities Act.

(iv) *Beneficial Interests in Unrestricted Global Notes to Unrestricted Definitive Notes*. If any holder of a beneficial interest in an Unrestricted Global Note proposes to exchange such beneficial interest for a Definitive Note or to transfer such beneficial interest to a Person who takes delivery thereof in the form of a Definitive Note, then, upon satisfaction of the conditions set forth in Section 2.07(b)(ii) above, the Trustee shall cause the aggregate principal amount of the applicable Global Note to be reduced accordingly pursuant to Section 2.07(i) below, and the Company shall execute and the Trustee shall authenticate and deliver to the Person designated in the instructions a Definitive Note in the appropriate principal amount. Any Definitive Note issued in exchange for a beneficial interest pursuant to this Section 2.07(c)(iv) shall be registered in such name or names and in such authorized denomination or denominations as the holder of such beneficial interest shall instruct the Registrar through instructions from or through the Depositary and the Participant or Indirect Participant. The Trustee shall deliver such Definitive Notes to the Persons in whose names such Notes are so registered. Any Definitive Note issued in exchange for a beneficial interest pursuant to this Section 2.07(c)(iv) shall not bear the Private Placement Legend.

(d) *Transfer and Exchange of Definitive Notes for Beneficial Interests*.

(i) *Restricted Definitive Notes to Beneficial Interests in Restricted Global Notes*. If the conditions for the exchange of Global Notes set forth in Section 2.07(a) are no longer in effect (including as a result of the appointment of a new Depositary or the waiver of any outstanding Event of Default and the consent of a majority of Holders of Notes), and any Holder of a Restricted Definitive Note proposes to exchange such Note for a beneficial interest in a Restricted Global Note or to transfer such Restricted Definitive Note to a Person who takes delivery thereof in the form of a beneficial interest in a Restricted Global Note, then, upon receipt by the Registrar of the following documentation:

(A) if the Holder of such Restricted Definitive Note proposes to exchange such Note for a beneficial interest in a Restricted Global Note, a certificate from such Holder in the form of Exhibit C hereto, including the certifications in item (2)(b) thereof;

(B) if such Restricted Definitive Note is being transferred to a QIB in accordance with Rule 144A, a certificate to the effect set forth in Exhibit B hereto, including the certifications in item (1) thereof;

(C) if such Restricted Definitive Note is being transferred to a Non-U.S. Person in an "offshore transaction" in accordance with Rule 903 or Rule 904, a certificate in the form of Exhibit B, including the certifications in item (2) thereof;

(D) if such Restricted Definitive Note is being transferred pursuant to an exemption from the registration requirements of the Securities Act in accordance with Rule 144, a certificate in the form of Exhibit B hereto, including the certifications in item (3)(a) thereof; or

(E) if such Restricted Definitive Note is being transferred to the Company or any of its Subsidiaries, a certificate in the form of Exhibit B hereto, including the certifications in item (3)(a) thereof;

the Trustee shall cancel the Restricted Definitive Note, and increase or cause to be increased the aggregate principal amount of, in the case of clause (A) above, the appropriate Restricted Global Note, in the case of clause (B) above, the 144A Global Note, and in the case of clause (C) above, the Regulation S Global Note.

(ii) *Restricted Definitive Notes to Beneficial Interests in Unrestricted Global Notes*. If the conditions for the exchange of Global Notes set forth in Section 2.07(a) are no longer in effect (including as a result of the appointment of a new Depositary or the waiver of any outstanding Event of Default and the consent of a majority of Holders of Notes), and a Holder of a Restricted Definitive Note may exchange such Note for a beneficial interest in an Unrestricted Global Notes or transfer such Restricted Definitive Note to a Person who takes delivery thereof in the form of a beneficial interest in an Unrestricted Global Note only if the Registrar receives the following:

(A) if the Holder of such Restricted Definitive Note proposes to exchange such Note for a beneficial interest in the Unrestricted Global Note, a certificate from such Holder in the form of Exhibit C hereto, including the certifications in item (1)(c) thereof; or

(B) if the Holder of such Restricted Definitive Note proposes to transfer such Note to a Person who shall take delivery thereof in the form of a beneficial interest in the Unrestricted Global Note, a certificate from such Holder in the form of Exhibit B hereto, including the applicable certifications in item (4) thereof;

and, in each such case set forth in this subparagraph (ii), an Opinion of Counsel in form reasonably acceptable to the Registrar and the Company to the effect that such exchange or transfer is in compliance with the Securities Act and that the restrictions on transfer contained herein and in the Private Placement Legend are no longer required in order to maintain compliance with the Securities Act.

Upon satisfaction of the conditions of any of the subparagraphs in this Section 2.07(d)(ii), the Trustee shall cancel the Definitive Notes and increase or cause to be increased the aggregate principal amount of the Unrestricted Global Note.

(iii) *Unrestricted Definitive Notes to Beneficial Interests in Unrestricted Global Notes*. If the conditions for the exchange of Global Notes set forth in Section 2.07(a) are no longer in effect (including as a result of the appointment of a new Depositary or the waiver of any outstanding Event of Default and the consent of a majority of Holders of Notes), and a Holder of an Unrestricted Definitive Note may exchange such Note for a beneficial interest in an Unrestricted Global Note or transfer such Unrestricted Definitive Note to a Person who takes delivery thereof in the form of a beneficial interest in an Unrestricted Global Note at any time. Upon receipt of a request for such an exchange or transfer, the Trustee shall cancel the applicable Unrestricted Definitive Note and increase or cause to be increased the aggregate principal amount of one of the Unrestricted Global Notes.

If any such exchange or transfer from a Definitive Note to a beneficial interest in an Unrestricted Global Note is effected pursuant to Section 2.07(d)(ii) or (d)(iii) above at a time when an Unrestricted Global Note has not yet been issued, the Company shall issue and, upon receipt of an Authentication Order in accordance with Section 2.02 hereof, the Trustee shall authenticate one or more Unrestricted Global Notes in an aggregate principal amount equal to the principal amount of Definitive Notes so transferred.

(e) *Transfer and Exchange of Definitive Notes for Definitive Notes*. Upon request by a Holder of Definitive Notes and such Holder's compliance with the provisions of this Section 2.07(e), the Registrar shall register the transfer or exchange of Definitive Notes. Prior to such registration of transfer or exchange, the requesting Holder shall present or surrender to the Registrar the Definitive Notes duly endorsed or accompanied by a written instruction of transfer in form satisfactory to the Registrar duly executed by such Holder or by its attorney, duly authorized in writing. In addition, the requesting Holder shall provide any additional certifications, documents and information, as applicable, required pursuant to the following provisions of this Section 2.07(e).

(i) *Restricted Definitive Notes to Restricted Definitive Notes*. Any Restricted Definitive Note may be transferred to and registered in the name of Persons who take delivery thereof in the form of a Restricted Definitive Note if the Registrar receives the following:

(A) if the transfer will be made pursuant to Rule 144A, then the transferor must deliver a certificate in the form of Exhibit B hereto, including the certifications in item (1) thereof;

(B) if the transfer will be made pursuant to Rule 903 or Rule 904, then the transferor must deliver a certificate in the form of Exhibit B hereto, including the certifications in item (2) thereof; or

(C) if the transfer will be made pursuant to any other exemption from the registration requirements of the Securities Act, then the transferor must deliver a certificate in the form of Exhibit B hereto, including the certifications, and Opinion of Counsel required by item (3) thereof, if applicable.

(ii) *Restricted Definitive Notes to Unrestricted Definitive Notes*. Any Restricted Definitive Note may be exchanged by the Holder thereof for an Unrestricted Definitive Note or transferred to a Person or Persons who take delivery thereof in the form of an Unrestricted Definitive Note if the Registrar receives the following:

(A) if the Holder of such Restricted Definitive Note proposes to exchange such Note for an Unrestricted Definitive Note, a certificate from such Holder in the form of Exhibit C hereto, including the certifications in item (1)(d) thereof; or

(B) if the Holder of such Restricted Definitive Note proposes to transfer such Note to a Person who shall take delivery thereof in the form of an Unrestricted Definitive Note, a certificate from such Holder in the form of Exhibit B hereto, including the applicable certifications in item (4) thereof;

and, in each such case set forth in subparagraph (ii) above, an Opinion of Counsel in form reasonably acceptable to the Registrar and the Company to the effect that such exchange or transfer is in compliance with the Securities Act and that the restrictions on transfer contained herein and in the Private Placement Legend are no longer required in order to maintain compliance with the Securities Act.

(iii) *Unrestricted Definitive Notes to Unrestricted Definitive Notes*. A Holder of Unrestricted Definitive Notes may transfer such Notes to a Person who takes delivery thereof in the form of an Unrestricted Definitive Note. Upon receipt of a request to register such a transfer, the Registrar shall register the Unrestricted Definitive Notes pursuant to the instructions from the Holder thereof.

(f) *[Reserved]*.

(g) *Legends*. The following legends shall appear on the face of all Global Notes and Definitive Notes issued under this Indenture unless specifically stated otherwise in the applicable provisions of this Indenture.

(i) *Private Placement Legend*. Except as permitted below, each Global Note and each Definitive Note (and all Notes issued in exchange therefor or substitution thereof) shall bear the legend in substantially the following form:

THE SECURITY (OR ITS PREDECESSOR) EVIDENCED HEREBY WAS ORIGINALLY ISSUED IN A TRANSACTION EXEMPT FROM REGISTRATION UNDER SECTION 5 OF THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), AND THE SECURITY EVIDENCED HEREBY MAY NOT BE OFFERED, SOLD OR OTHERWISE TRANSFERRED IN THE ABSENCE OF SUCH REGISTRATION OR AN APPLICABLE EXEMPTION THEREFROM. EACH PURCHASER OF THE SECURITY EVIDENCED HEREBY IS HEREBY NOTIFIED THAT THE SELLER MAY BE RELYING ON THE EXEMPTION FROM THE PROVISIONS OF SECTION 5 OF THE SECURITIES ACT PROVIDED BY RULE 144A THEREUNDER. THE HOLDER OF THE SECURITY EVIDENCED HEREBY AGREES FOR THE BENEFIT OF THE ISSUER THAT (A) SUCH SECURITY MAY BE RESOLD, PLEDGED OR OTHERWISE TRANSFERRED ONLY (i) TO A PERSON WHO IS NOT, AND FOR A PERIOD OF AT LEAST THREE MONTHS IMMEDIATELY PRIOR TO SUCH TRANSFER HAS NOT BEEN, ONE OF THE ISSUER'S "AFFILIATES" (AS DEFINED IN RULE 144 UNDER THE SECURITIES ACT) NOR ACTING ON THE ISSUER'S BEHALF AND (a) IS A QUALIFIED INSTITUTIONAL BUYER (AS DEFINED IN RULE 144A UNDER THE SECURITIES ACT) IN A TRANSACTION MEETING THE REQUIREMENTS OF RULE 144A, (b) IN A TRANSACTION MEETING THE REQUIREMENTS OF RULE 144 UNDER THE SECURITIES ACT, (c) OUTSIDE THE UNITED STATES TO A NON-U.S. PERSON IN A TRANSACTION MEETING THE REQUIREMENTS OF RULE 904 UNDER THE SECURITIES ACT, OR (d) IN ACCORDANCE WITH ANOTHER EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT (AND BASED UPON AN OPINION OF COUNSEL IF THE ISSUER SO REQUESTS), (ii) TO THE ISSUER, OR (iii) PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT AND, IN EACH CASE, IN ACCORDANCE WITH ANY APPLICABLE SECURITIES LAWS OF ANY STATE OF THE UNITED STATES OR ANY OTHER APPLICABLE JURISDICTION, AND (B) THE HOLDER WILL, AND EACH SUBSEQUENT HOLDER IS REQUIRED TO, NOTIFY ANY PURCHASER FROM IT OF THE SECURITY EVIDENCED HEREBY OF THE RESALE RESTRICTIONS SET FORTH IN CLAUSE (A) ABOVE. NO REPRESENTATION CAN BE MADE AS TO THE AVAILABILITY OF THE EXEMPTION PROVIDED BY RULE 144 FOR RESALE OF THE SECURITY EVIDENCED HEREBY.

Notwithstanding the foregoing, any Global Note or Definitive Note issued pursuant to subparagraph (b)(iv), (e)(ii) or (e)(iii) of this Section 2.07 (and all Notes issued in exchange therefor or substitution thereof) shall not bear the Private Placement Legend.

(ii) *Global Note Legend*. Each Global Note shall bear a legend in substantially the following form:

THIS GLOBAL NOTE IS HELD BY THE DEPOSITARY (AS DEFINED IN THE INDENTURE GOVERNING THIS NOTE) OR ITS NOMINEE IN CUSTODY FOR THE BENEFIT OF THE BENEFICIAL OWNERS HEREOF, AND IS NOT TRANSFERABLE TO ANY PERSON UNDER ANY CIRCUMSTANCES EXCEPT THAT (I) THE TRUSTEE MAY MAKE SUCH NOTATIONS HEREON AS MAY BE REQUIRED PURSUANT TO SECTION 2.07 OF THE INDENTURE, (II) THIS GLOBAL NOTE MAY BE EXCHANGED IN WHOLE BUT NOT IN PART PURSUANT TO SECTION 2.07(a) OF THE INDENTURE, (III) THIS GLOBAL NOTE MAY BE DELIVERED TO THE TRUSTEE FOR CANCELLATION PURSUANT TO SECTION 2.12 OF THE INDENTURE AND (IV) THIS GLOBAL NOTE MAY BE TRANSFERRED TO A SUCCESSOR DEPOSITARY WITH THE PRIOR WRITTEN CONSENT OF THE COMPANY. THIS NOTE MAY NOT BE TRANSFERRED EXCEPT AS A WHOLE BY THE DEPOSITARY TO A NOMINEE OF THE DEPOSITARY OR BY A NOMINEE OF THE DEPOSITARY TO THE DEPOSITARY OR ANOTHER NOMINEE OF THE DEPOSITARY OR BY THE DEPOSITARY OR ANY SUCH NOMINEE TO A SUCCESSOR DEPOSITARY OR A NOMINEE OF SUCH SUCCESSOR DEPOSITARY, UNLESS THIS CERTIFICATE IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TRUST COMPANY (570 WASHINGTON BOULEVARD, JERSEY CITY, NEW JERSEY 07310) ("DTC") TO THE COMPANY OR ITS AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE OR PAYMENT, AND ANY CERTIFICATE ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR SUCH OTHER NAME AS MAY BE REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC (AND ANY PAYMENT IS MADE TO CEDE & CO. OR SUCH OTHER ENTITY AS MAY BE REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL INASMUCH AS THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN.

(h) *Legended Regulation S Global Note Legend*. The Legended Regulation S Global Note shall bear a legend in substantially the following form:

BY ITS ACQUISITION HEREOF, THE HOLDER HEREOF REPRESENTS THAT IT IS NOT A U.S. PERSON NOR IS IT PURCHASING FOR THE ACCOUNT OF A U.S. PERSON AND IS ACQUIRING THIS SECURITY IN AN OFFSHORE TRANSACTION IN ACCORDANCE WITH REGULATION S UNDER THE SECURITIES ACT.

(i) *Cancellation or Adjustment of Global Notes*. At such time as all beneficial interests in a particular Global Note have been exchanged for Definitive Notes or a particular Global Note has been redeemed, repurchased or canceled in whole and not in part, each such Global Note shall be returned to or retained and canceled by the Trustee in accordance with Section 2.12 hereof. At any time prior to such cancellation, if any beneficial interest in a Global Note is exchanged for or transferred to a Person who will take delivery thereof in the form of a beneficial interest in another Global Note or for Definitive Notes, the principal amount of Notes represented by such Global Note shall be reduced accordingly and an endorsement shall be made on the Schedule of Exchanges of Interests in such Global Note by the Trustee or by the Depositary at the direction of the Trustee to reflect such reduction; and if the beneficial interest is being exchanged for or transferred to a Person who will take delivery thereof in the form of a beneficial interest in another Global Note, such other Global Note shall be increased accordingly and an endorsement shall be made on such Global Note by the Trustee or by the Depositary at the direction of the Trustee to reflect such increase.

(j) *General Provisions Relating to Transfers and Exchanges*.

(i) To permit registrations of transfers and exchanges, the Company shall execute and the Trustee shall authenticate Global Notes and Definitive Notes upon receipt of an Authentication Order in accordance with Section 2.02 hereof or at the Registrar's request.

(ii) No service charge shall be made to a holder of a beneficial interest in a Global Note or to a Holder of a Definitive Note for any registration of transfer or exchange, but the Holder will be required to pay a sum sufficient to cover any transfer tax or similar governmental charge payable in connection therewith (other than any such transfer taxes or similar governmental charges payable upon exchange or transfer pursuant to Sections 2.11, 3.06, 3.07, 4.14 and 9.05).

(iii) The Registrar shall not be required to register the transfer of or exchange any Note selected for redemption in whole or in part, except for the unredeemed portion of any Note being redeemed in part.

(iv) All Global Notes and Definitive Notes issued upon any registration of transfer or exchange of Global Notes or Definitive Notes shall be the valid and legally binding obligations of the Company, evidencing the same debt, and entitled to the same benefits under this Indenture, as the Global Notes or Definitive Notes surrendered upon such registration of transfer or exchange.

(v) The Company or the Registrar shall not be required (A) to issue, to register the transfer of or to exchange any Notes during a period beginning at the opening of business 15 days before the day of any selection of Notes for redemption under Section 3.02 hereof and ending at the close of business on the day of selection, (B) to register the transfer of or to exchange any Note so selected for redemption in whole or in part, except the unredeemed portion of any Note being redeemed in part, (C) to register the transfer of or to exchange a Note between a record date and the next succeeding Interest Payment Date or (D) to register the transfer of or to exchange a Note tendered and not withdrawn in connection with a Change of Control Offer.

(vi) Subject to the rights of Holders as of the relevant record date to receive interest on the corresponding Interest Payment Date and Section 2.13, prior to due presentment for the registration of a transfer of any Note, the Trustee, any Agent and the Company may deem and treat the Person in whose name any Note is registered as the absolute owner of such Note for the purpose of receiving payment of principal of and interest on such Notes and for all other purposes, and none of the Trustee, any Agent or the Company shall be affected by notice to the contrary.

(vii) The Trustee shall authenticate Global Notes and Definitive Notes in accordance with the provisions of Section 2.02.

(viii) All certifications, certificates and Opinions of Counsel required to be submitted to the Registrar pursuant to this Section 2.07 to effect a registration of transfer or exchange may be submitted by facsimile or electronically.

(ix) The Trustee shall have no obligation or duty to monitor, determine or inquire as to compliance with any restrictions on transfer imposed under this Indenture or under applicable law with respect to any transfer of any interest in any Notes (including any transfers between or among the Depositary's participants or beneficial owners of interests in any Global Note) other than to require delivery of such certificates and other documentation as expressly required by, and to do so if and when expressly required by, the terms of this Indenture and to examine the same to determine substantial compliance as to form with the express requirements hereof.

Section 2.08. Replacement Notes.

(a) If any mutilated Note is surrendered to the Trustee or the Company or the Trustee receives evidence to its satisfaction of the destruction, loss or theft of any Note, the Company shall issue and the Trustee, upon receipt of an Authentication Order, shall authenticate a replacement Note if the Trustee's and the Company's requirements are met. If required by the Trustee or the Company, an indemnity bond must be supplied by or on behalf of the Holder that is sufficient in the judgment of the Trustee and the Company to protect the Company, the Subsidiary Guarantors, the Trustee, any Agent and any authenticating agent from any loss that any of them may suffer if a Note is replaced. The Company and the Trustee may charge for its expenses in replacing a Note.

(b) Every replacement Note is an additional obligation of the Company and the Subsidiary Guarantors and shall be entitled to all of the benefits of this Indenture equally and proportionately with all other Notes duly issued hereunder.

Section 2.09. Outstanding Notes.

(a) The Notes outstanding at any time are all the Notes authenticated by the Trustee except for those canceled by it, those delivered to it for cancellation, those reductions in the interest in a Global Note effected by the Trustee in accordance with the provisions hereof, and those described in this Section as not outstanding. Except as set forth in Section 2.10, a Note does not cease to be outstanding because the Company or an Affiliate of the Company holds the Note; *provided*, *however*, that Notes held by the Company or a Subsidiary of the Company shall be deemed to be not outstanding for purposes of Section 3.07(b) or as otherwise provided in this Indenture.

(b) If a Note is replaced pursuant to Section 2.08, it ceases to be outstanding unless the Trustee receives proof satisfactory to it that the replaced Note is held by a bona fide purchaser.

(c) If the principal amount of any Note is considered paid under Section 4.01, it ceases to be outstanding and interest on it ceases to accrue.

(d) If the Paying Agent (other than the Company, a Subsidiary of the Company or an Affiliate of any of the foregoing) holds, on a redemption date or maturity date, money sufficient to pay Notes payable on that date, then on and after that date such Notes shall be deemed to be no longer outstanding and shall cease to accrue interest.

Section 2.10. Treasury Notes.

In determining whether the Holders of the required principal amount of Notes have concurred in any direction, waiver or consent, Notes owned by the Company, or by any Affiliate of the Company, shall be considered as though not outstanding, except that for the purposes of determining whether the Trustee shall be protected in relying on any such direction, waiver or consent, only Notes that a Responsible Officer of the Trustee actually knows are so owned shall be so disregarded. Notwithstanding the foregoing, Notes that are to be acquired by the Company, any Subsidiary of the Company or an Affiliate of the Company pursuant to an exchange offer, tender offer or other similar agreement shall not be deemed to be owned by the Company, a Subsidiary of the Company or an Affiliate of the Company until legal title to such Notes passes to the Company, such Subsidiary or such Affiliate, as the case may be.

Section 2.11. Temporary Notes.

Pending the preparation of definitive Notes, the Company may execute and the Trustee shall authenticate and make available for delivery temporary Notes, which may be printed, typewritten or otherwise reproduced, in each case in form reasonably acceptable to the Trustee. Temporary Notes may be issued in any authorized denomination and substantially in the form of the definitive Notes but with such omissions, insertions and variations as may be appropriate for temporary Notes, all as may be determined by the Company with the reasonable concurrence of the Trustee. Temporary Notes may contain such reference to any provisions of this Indenture as may be appropriate. Every temporary Note shall be executed by the Company and be authenticated by the Trustee upon the same conditions and in substantially the same manner, and with like effect, as definitive Notes. Without unreasonable delay the Company shall execute and shall furnish definitive Notes and thereupon temporary Notes may be surrendered in exchange therefor without charge at each office or agency to be maintained by the Company for that purpose pursuant to Section 4.02, and the Trustee shall authenticate and make available for delivery in exchange for such temporary Notes a like aggregate principal amount of definitive Notes of authorized denominations. Until so exchanged, the temporary Notes shall be entitled to the same benefits under this Indenture as definitive Notes.

Section 2.12. Cancellation.

The Company at any time may deliver Notes to the Trustee for cancellation. The Registrar and Paying Agent shall forward to the Trustee any Notes surrendered to them for registration of transfer, exchange or payment. The Trustee and no one else shall cancel all Notes surrendered for registration of transfer, exchange, payment, replacement or cancellation and shall dispose of canceled Notes in accordance with its procedures for the disposition of canceled securities in effect as of the date of such disposition (subject to the record retention requirements of the Exchange Act). On the prompt written request of the Company at the time of such surrender, the Trustee shall deliver to the Company canceled Notes held by the Trustee. In the absence of such request the Trustee may dispose of canceled Notes in accordance with its standard procedures and, upon written request of the Company, deliver a certificate of disposition to the Company. If the Company shall otherwise acquire any of the Notes, however, such acquisition shall not operate as a redemption or satisfaction of the indebtedness represented by such Notes unless and until the same are delivered to the Trustee for cancellation. The Company may not issue new Notes to replace Notes that it has paid or that have been delivered to the Trustee for cancellation.

Section 2.13. Defaulted Interest.

If the Company defaults in a payment of interest on the Notes, it shall pay the defaulted interest in any lawful manner plus, to the extent lawful, interest payable on the defaulted interest, to the Persons who are Holders on a subsequent special record date, in each case at the rate provided in the Notes and in Section 4.01. The Company shall notify the Trustee in writing of the amount of defaulted interest proposed to be paid on each Note and the date of the proposed payment. The Company shall fix or cause to be fixed each such special record date and payment date, *provided* that no such special record date shall be less than 5 days prior to the related payment date for such defaulted interest. At least 10 days before the special record date, the Company (or, upon the written request of the Company given at least five Business Days before such notice is to be sent, unless a shorter period shall be satisfactory to the Trustee, the Trustee in the name and at the expense of the Company) shall mail or cause to be mailed, or in the case of Global Notes, send in accordance with the Applicable Procedures of the Depositary to Holders a notice that states the special record date, the related payment date and the amount of such interest to be paid.

Section 2.14. CUSIP Numbers.

The Company in issuing the Notes may use "CUSIP" numbers if then generally in use and, if so, the Trustee shall use "CUSIP" numbers in notices of redemption as a convenience to Holders. Any such notice may state that no representation is made as to the correctness of such numbers either as printed on the Notes or as contained in any notice of a redemption and that reliance may be placed only on the other identification numbers printed on the Notes. No such redemption shall be affected by any defect in or omission of such numbers. The Company promptly shall notify the Trustee of any change in the CUSIP numbers.

ARTICLE THREE

REDEMPTION AND OFFERS TO PURCHASE

Section 3.01. Notices to Trustee.

If the Company elects to redeem Notes pursuant to the optional redemption provisions of Section 3.07, it shall furnish to the Trustee, at least 30 days but not more than 60 days before a redemption date, an Officers' Certificate setting forth (i) the clause of this Indenture pursuant to which the redemption shall occur, (ii) the redemption date, (iii) the principal amount of Notes to be redeemed and (iv) the redemption price (or manner of calculation if not then known). If the redemption price is not known at the time such notice is to be given, the actual redemption price, calculated as described in the terms of the Notes, will be set forth in a certificate of an Officer of the Company delivered to the Trustee no later than two Business Days prior to the redemption date.

Section 3.02. Selection of Notes to Be Redeemed.

(a) If less than all of the Notes are to be redeemed at any time, and the Notes are Global Notes, they will be selected for redemption in accordance with Applicable Procedures of the Depositary. If the Notes are not Global Notes, the Trustee shall select the Notes to be redeemed among the Holders of the Notes (1) in compliance with the requirements of the principal national securities exchange, if any, on which the Notes are listed or (2) if the Notes are not so listed, in accordance with the Applicable Procedures of the Depositary. In the event of partial redemption, the particular Notes to be redeemed shall be selected, unless otherwise provided herein, not less than 30 nor more than 60 days prior to the redemption date by the Trustee from the outstanding Notes not previously called for redemption.

(b) The Trustee shall promptly notify the Company in writing of the Notes selected for redemption and, in the case of any Note selected for partial redemption, the principal amount thereof to be redeemed. No Notes in amounts of $2,000 or less shall be redeemed in part. Notes and portions of Notes selected shall be in amounts of $2,000 or integral multiples of $1,000 in excess thereof; except that if all of the Notes of a Holder are to be redeemed, the entire outstanding amount of Notes held by such Holder, even if not a multiple of $1,000, shall be redeemed. Except as provided in the preceding sentence, provisions of this Indenture that apply to Notes called for redemption also apply to portions of Notes called for redemption.

Section 3.03. Notice of Redemption.

(a) At least 30 days but not more than 60 days before a redemption date, the Company shall (1) in the case of Global Notes send or cause to be sent (with a copy to the Trustee) in accordance with the Applicable Procedures of the Depositary or (2) in the case of Notes that are not Global Notes, mail or cause to be mailed by first class mail, a notice of redemption to each Holder (with a copy to the Trustee) whose Notes are to be redeemed at its registered address, except that redemption notices may be sent or mailed more than 60 days prior to a redemption date if the notice is issued in connection with a defeasance of the Notes or a satisfaction and discharge of this Indenture.

The notice shall identify the Notes to be redeemed and shall state:

(i) the redemption date;

(ii) the redemption price (or manner of calculation if not then known);

(iii) if any Note is being redeemed in part, the portion of the principal amount of such Note to be redeemed and that, after the redemption date upon surrender of such Note, a new Note or Notes in principal amount equal to the unredeemed portion of the original Note shall be issued in the name of the Holder thereof upon cancellation of the original Note (or if the Note is a Global Note, an adjustment shall be made to the schedule attached thereto);

(iv) the name and address of the Paying Agent;

(v) that Notes called for redemption must be surrendered to the Paying Agent to collect the redemption price and become due on the date fixed for redemption;

(vi) that, unless the Company defaults in making such redemption payment, interest, if any, on Notes called for redemption ceases to accrue on and after the redemption date;

(vii) the paragraph of the Notes and/or Section of this Indenture pursuant to which the Notes called for redemption are being redeemed;

(viii) any conditions precedent to which such redemption is subject; and

(ix) that no representation is made as to the correctness or accuracy of the CUSIP number, if any, listed in such notice or printed on the Notes.

(b) At the Company's request, the Trustee shall give the notice of redemption in the Company's name and at its expense; *provided*, *however*, that the Company shall have delivered to the Trustee, at least 5 days prior to the date on which notice is to be given, an Officers' Certificate requesting that the Trustee give such notice and setting forth the information to be stated in such notice as provided in the preceding paragraph. The notice, if sent in the manner provided herein, shall be presumed to have been given, whether or not the Holder receives such notice.

(c) Any notice of redemption in connection with any Qualified Equity Offering or other securities offering or any other financing, or in connection with a transaction (or series of related transactions) that constitutes a Change of Control, may, at the Company's discretion, be given prior to the completion thereof and be subject to one or more conditions precedent, including completion of the related Qualified Equity Offering, securities offering, financing or Change of Control.

Section 3.04. Effect of Notice of Redemption.

Once notice of redemption is sent or mailed in accordance with Section 3.03 hereof, Notes called for redemption become irrevocably due and payable on the redemption date at the redemption price; *provided*, *however*, that any redemption notice may, at the Company's discretion, be subject to conditions as set forth in Section 3.03(c). Interest, if any, on Notes called for redemption ceases to accrue on and after the redemption date, unless the Company defaults in making the applicable redemption payment.

Section 3.05. Deposit of Redemption Price.

(a) Not later than 12:00 noon Eastern Time on the redemption date, the Company shall deposit with the Trustee or with the Paying Agent money sufficient to pay the redemption price of and accrued and unpaid interest, if any, on all Notes to be redeemed on that date. The Trustee or the Paying Agent shall promptly return to the Company any money deposited with the Trustee or the Paying Agent by the Company in excess of the amounts necessary to pay the redemption price of, and accrued and unpaid interest on, all Notes to be redeemed.

(b) If the Company complies with the provisions of Section 3.05(a), on and after the redemption date, interest shall cease to accrue on the Notes or the portions of Notes called for redemption. If a Note is redeemed on or after a record date but on or prior to the related Interest Payment Date, then any accrued and unpaid interest shall be paid to the Person in whose name such Note was registered at the close of business on such record date. If any Note called for redemption shall not be so paid upon surrender for redemption because of the failure of the Company to comply with Section 3.05(a), interest shall be paid on the unpaid principal from the redemption date until such principal is paid and to the extent lawful on any interest not paid on such unpaid principal, in each case at the rate provided in the Notes and in Section 4.01.

Section 3.06. Notes Redeemed in Part.

Upon surrender and cancellation of a Note that is redeemed in part, the Company shall issue and the Trustee shall authenticate for the Holder, at the expense of the Company, a new Note equal in principal amount to the unredeemed portion of the Note surrendered, subject to the provisions applicable to Global Notes.

Section 3.07. Optional Redemption.

(a)

(i) Except as set forth in Sections 3.07(a)(ii), (a)(iii) and (a)(iv), the Notes may not be redeemed at the option of the Company.

(ii) At any time and from time to time prior to April 1, 2026, the Company may redeem, on one or more occasions, up to a maximum of 40% of the original aggregate principal amount of the Notes, calculated after giving effect to any issuance of Additional Notes, with the Net Cash Proceeds of one or more Qualified Equity Offerings at a redemption price equal to 103.375% of the principal amount thereof, plus accrued and unpaid interest thereon to the redemption date, subject to the right of Holders of record on the relevant record date to receive interest due on the relevant Interest Payment Date; *provided*, *however*, that after giving effect to any such redemption:

(A) at least 60% of the original aggregate principal amount of the Notes, calculated after giving effect to any issuance of Additional Notes, remains outstanding immediately after such redemption; and

(B) any such redemption by the Company must be made within 90 days of such Qualified Equity Offering and must be made in accordance with the procedures set forth in this Indenture.

(iii) At any time and from time to time prior to April 1, 2026, the Company may redeem on one or more occasions all or part of the Notes at a redemption price equal to the sum of (i) 100% of the principal amount thereof, plus (ii) the Applicable Premium as of the date of redemption, plus (iii) accrued and unpaid interest to the date of redemption, subject to the right of Holders of record on the relevant record date to receive interest due on the relevant Interest Payment Date.

(iv) At any time and from time to time on or after April 1, 2026, the Company may redeem the Notes, in whole or in part, at once or over time, at the following redemption prices, expressed as percentages of principal amount, *plus* accrued and unpaid interest thereon to the redemption date, subject to the right of Holders of record on the relevant record date to receive interest due on the relevant Interest Payment Date, if redeemed during the twelve-month period commencing on April 1 of the years set forth below:

Year	Percentage
2026	101.688%
2027	101.125%
2028	100.563%
2029 and thereafter	100.000%

(b) Any redemption pursuant to this Section 3.07 shall be made in accordance with the provisions of Sections 3.01 through Section 3.06.

Section 3.08. Mandatory Redemption.

There are no sinking fund payment or mandatory redemption obligations with respect to the Notes.

ARTICLE FOUR

COVENANTS

Section 4.01. Payment of Notes.

(a) The Company shall pay or cause to be paid the principal of, premium, if any, and interest on the Notes on the dates and in the manner provided in the Notes. Principal, premium, if any, and interest shall be considered paid on the date due if the Paying Agent, if other than the Company or one of its Subsidiaries, holds as of 12:00 noon Eastern Time on the due date money deposited by the Company in immediately available funds and designated for and sufficient to pay all principal, premium, if any, and interest then due.

(b) The Company shall pay interest (including post-petition interest in any proceeding under any Bankruptcy Law) on overdue principal at the rate equal to 1% per annum in excess of the then applicable interest rate on the Notes to the extent lawful; it shall pay interest (including post-petition interest in any proceeding under any Bankruptcy Law) on overdue installments of interest at the same rate to the extent lawful.

Section 4.02. Maintenance of Office or Agency.

So long as any of the Notes remain outstanding, the Company shall maintain the following: an office or agency where the Notes may be presented for payment or conversion; where the Notes may be presented for registration of transfer and for exchange; and where notices and demands to or upon the Company in respect of the Notes or of this Indenture may be served. The Company shall give to the Trustee written notice of the location of any such office or agency and of any change of location thereof. In case the Company shall fail to so designate or maintain any such office or agency or shall fail to give such notice of the location or of any change in the location thereof, presentations and demands may be made at the Corporate Trust Office of the Trustee, or as otherwise designated in writing by the Trustee.

Section 4.03. SEC Reports.

(a) Whether or not required by the SEC's rules and regulations, the Company will file with the SEC within the time periods specified in the SEC's rules and regulations, and provide the Trustee and Holders and prospective Holders (upon request) within 15 days after it files them with the SEC, copies of its annual report and the information, documents and other reports that are specified in Sections 13 and 15(d) of the Exchange Act; *provided* that for purposes of this Section 4.03, such information, documents and other reports shall be deemed to have been furnished to the Trustee, Holders and prospective Holders if they are electronically available via the SEC's Electronic Data Gathering, Analysis, and Retrieval system. Even if the Company is entitled under the Exchange Act not to furnish such information to the SEC, it will nonetheless continue to furnish information that would be required to be furnished by the Company by Section 13 or 15(d) of the Exchange Act (excluding exhibits) to the Trustee and the Holders of Notes as if it were subject to such periodic reporting requirements.

(b) To the extent any information is not provided within the time periods specified in this Section 4.03 and such information is subsequently provided within the grace period set forth in Section 6.01, the Company will be deemed to have satisfied its obligations with respect thereto at such time and any Default with respect thereto shall be deemed to have been cured unless the Notes thereof have been accelerated. The Trustee shall have no obligation to determine if and when the Company's financial statements or reports are publicly available and accessible electronically. Delivery of reports, information and documents to the Trustee under this Indenture is for informational purposes only and the information and the Trustee's receipt of the foregoing shall not constitute constructive notice of any information contained therein, or determinable from information contained therein, including the Company's compliance with any of the covenants set forth herein (as to which the Trustee is entitled to rely exclusively on Officers' Certificates).

Section 4.04. Compliance Certificate.

The Company shall deliver to the Trustee, within 120 days after the end of each fiscal year, an Officers' Certificate indicating whether the Officers signing such Officers' Certificate on behalf of the Company know of any Default with respect to the Notes that occurred during the previous year. The Company shall also deliver to the Trustee, within 30 days after the occurrence thereof, written notice of any Event of Default with respect to the Notes, the status and what action the Company is taking or proposes to take in respect thereof.

Section 4.05. Taxes.

The Company shall pay, and shall cause each of its Subsidiaries to pay, prior to delinquency, all material taxes, assessments, and governmental levies except such as are contested in good faith and by appropriate negotiations or proceedings or where the failure to effect such payment is not adverse in any material respect to the Holders of the Notes.

Section 4.06. Stay, Extension and Usury Laws.

The Company and each of the Subsidiary Guarantors covenants (to the extent that it may lawfully do so) that it shall not at any time insist upon, plead, or in any manner whatsoever claim or take the benefit or advantage of, any stay, extension or usury law wherever enacted, now or at any time hereafter in force, that may affect the covenants or the performance of this Indenture; and the Company and each of the Subsidiary Guarantors (to the extent that it may lawfully do so) hereby expressly waives all benefit or advantage of any such law, and covenants that it shall not, by resort to any such law, hinder, delay or impede the execution of any power herein granted to the Trustee, but will suffer and permit the execution of every such power as though no such law has been enacted.

Section 4.07. [Reserved].

Section 4.08. [Reserved].

Section 4.09. [Reserved].

Section 4.10. [Reserved].

Section 4.11. [Reserved].

Section 4.12. Limitation on Liens.

The Company will not, and will not permit any Subsidiary to, directly or indirectly, create, incur, assume or suffer to exist any Lien securing Indebtedness on any property or asset now owned or hereafter acquired by the Company or such Subsidiary, except Permitted Liens, without making effective provision whereby any and all Notes and Subsidiary Guarantees then or thereafter outstanding will be secured by a Lien equally and ratably with or prior to any and all Indebtedness thereby secured for so long as any such Indebtedness shall be so secured.

Any Lien created for the benefit of Holders pursuant to the preceding paragraph may provide by its terms that any such Lien shall be automatically and unconditionally released and discharged upon the release and discharge of the Lien securing such other Indebtedness.

Section 4.13. [Reserved].

Section 4.14. Change of Control Triggering Event.

(a) Upon the occurrence of a Change of Control Triggering Event, each Holder will have the right to require the Company to purchase all or any part of such Holder's Notes at a purchase price in cash equal to 101% of the principal amount thereof *plus* accrued and unpaid interest to the date of purchase, subject to the right of Holders of Notes of record on the relevant record date to receive interest due on the relevant Interest Payment Date; *provided*, *however*, that notwithstanding the occurrence of a Change of Control Triggering Event, the Company shall not be obligated to purchase the Notes pursuant to this section in the event that it has exercised its right to redeem all the Notes under Section 3.07.

(b) Within 45 days following any Change of Control Triggering Event, the Company shall mail, or cause to be mailed, or, in the case of Global Notes, send in accordance with the applicable procedures of the Depositary, a notice to each Holder with a copy to the Trustee (the "Change of Control Offer") stating:

(1) that a Change of Control Triggering Event has occurred and that such Holder has the right to require the Company to purchase all or a portion of such Holder's Notes at a purchase price in cash equal to 101% of the principal amount thereof plus accrued and unpaid interest to the Change of Control Purchase Date (subject to the right of Holders of record on the relevant record date to receive interest on the relevant Interest Payment Date);

(2) the purchase date (the "Change of Control Purchase Date"), which shall be no earlier than 30 days nor later than 60 days from the date such notice is sent; and

(3) the instructions determined by the Company, consistent with this covenant, that a Holder must follow in order to have its Notes purchased.

(c) Holders electing to have a Note purchased shall be required to surrender the Note, with an appropriate form duly completed, to the Company at the address specified in the notice at least three Business Days prior to the Change of Control Purchase Date. Holders shall be entitled to withdraw their election if the Company receives not later than one Business Day prior to the Change of Control Purchase Date a facsimile transmission or letter setting forth the name of the Holder, the principal amount of the Note which was delivered for purchase by the Holder and a statement that such Holder is withdrawing his election to have such Note purchased. Holders whose Notes are purchased only in part shall be issued new Notes equal in principal amount to the unpurchased portion of the Notes surrendered.

(d) On the Change of Control Purchase Date, all Notes purchased by the Company under this Section 4.14 shall be delivered to the Trustee for cancellation, and the Company shall pay the purchase price plus accrued and unpaid interest to the Holders entitled thereto.

(e) Notwithstanding the foregoing provisions of this Section 4.14, the Company shall not be required to make a Change of Control Offer upon a Change of Control Triggering Event if a third party makes the Change of Control Offer in the manner, at the times and otherwise in compliance with the requirements set forth in this Section 4.14 applicable to a Change of Control Offer made by the Company and purchases all Notes validly tendered and not withdrawn under such Change of Control Offer. Notwithstanding anything to the contrary contained herein, a Change of Control Offer may be made in advance of a Change of Control Triggering Event, with the obligation to pay and the timing of payment conditioned upon the consummation of the Change of Control Triggering Event, if a definitive agreement to effect a Change of Control is in place at the time of the Change of Control Offer.

(f) At the time the Company delivers Notes to the Trustee which are to be accepted for purchase, the Company shall also deliver an Officers' Certificate stating that such Notes are to be accepted by the Company pursuant to and in accordance with the terms of this Section 4.14. A Note shall be deemed to have been accepted for purchase at the time the Trustee, directly or through an agent, mails or delivers payment therefor to the surrendering Holder.

(g) Prior to any Change of Control Offer, the Company shall deliver to the Trustee an Officers' Certificate stating that all conditions precedent contained herein to the right of the Company to make such offer have been complied with.

(h) If Holders of not less than 90% in aggregate principal amount of the outstanding Notes validly tender and do not withdraw such Notes in a Change of Control Offer and the Company, or any third party making a Change of Control Offer in lieu of the Company as described above, purchases all of the Notes validly tendered and not withdrawn by such Holders, the Company or such third party will have the right, upon not less than 10 nor more than 60 days' prior notice, given not more than 30 days following such purchase pursuant to such Change of Control Offer, to redeem all Notes that remain outstanding following such purchase at a price in cash equal to 101.0% of the principal amount thereof *plus* accrued and unpaid interest to but excluding the date of such redemption.

(i) The Company will comply, to the extent applicable, with the requirements of Section 14(e) of the Exchange Act and any other securities laws or regulations in connection with the repurchase of Notes pursuant to this Section 4.14. To the extent that the provisions of any securities laws or regulations conflict with provisions of this Section 4.14, the Company will comply with the applicable securities laws and regulations and will not be deemed to have breached its obligations under this Section 4.14 by virtue thereof.

Section 4.15. Corporate Existence.

Subject to Article 5 hereof, the Company shall do or cause to be done all things necessary to preserve and keep in full force and effect:

(a) its corporate existence, and the corporate, partnership or other existence of each of its Subsidiaries, in accordance with the respective organizational documents (as the same may be amended, restated or otherwise modified from time to time) of the Company or any such Subsidiary, except, with respect to any Subsidiary, to the extent that the failure to do so is not adverse in any material respect to the Holders of the Notes; and

(b) the rights (charter and statutory), licenses and franchises of the Company and its Subsidiaries; *provided*, *however*, that the Company shall not be required to preserve any such right, license or franchise, or the corporate, partnership or other existence of any of its Subsidiaries, to the extent that failure to do so is not adverse in any material respect to the Holders of the Notes.

Section 4.16. [Reserved].

Section 4.17. [Reserved].

Section 4.18. Future Subsidiary Guarantors. If, on or after the Issue Date:

(1) the Company or any of its Domestic Subsidiaries acquires or creates another Domestic Subsidiary that incurs any Indebtedness under a Material Credit Facility or Guarantees any such Indebtedness of the Company or any of its Domestic Subsidiaries; or

(2) any Domestic Subsidiary of the Company incurs Indebtedness under a Material Credit Facility or guarantees any such Indebtedness of the Company or any of its Domestic Subsidiaries and that Domestic Subsidiary was not a Subsidiary Guarantor immediately prior to such incurrence or guarantee (an "Additional Obligor"),

then that newly acquired or created Domestic Subsidiary or Additional Obligor, as the case may be, will become a Subsidiary Guarantor and provide a Subsidiary Guarantee in respect of the Notes and execute a supplemental indenture in the form set forth in Exhibit D pursuant to which such Domestic Subsidiary will Guarantee payment of the Notes and deliver an opinion of counsel satisfactory to the Trustee within 30 days after the date on which it incurred any Indebtedness under a Material Credit Facility or guarantees any such Indebtedness of the Company or any of its Domestic Subsidiary, as the case may be. Each Subsidiary Guarantee will be limited to an amount not to exceed the maximum amount that can be Guaranteed by that Subsidiary Guarantor, without rendering the Subsidiary Guarantee, as it relates to such Subsidiary Guarantor, voidable under applicable law relating to fraudulent conveyance or fraudulent transfer or similar laws affecting the rights of creditors generally.

Section 4.19. [Reserved].

Section 4.20. [Reserved].

Section 4.21. Limitation on Sale and Leaseback Transactions.

The Company will not, and may not permit any Subsidiary to, engage in any Sale and Leaseback Transaction unless:

(1) the Company or such Subsidiary would be entitled to incur Secured Indebtedness pursuant to Section 4.12 equal in amount to the net proceeds of the property sold or transferred or to be sold or to be transferred pursuant to such Sale and Leaseback Transaction and secured by a Lien on the property to be leased, without equally and ratably securing the debt securities outstanding under this Indenture as provided under Section 4.12; or

(2) the Company or a Subsidiary shall apply, within 180 days after the effective date of such sale or transfer, an amount equal to such net proceeds to (i) the acquisition, construction, development or improvement of properties, facilities or equipment which are, or upon such acquisition, construction, development or improvement will be, a Principal Facility or a part thereof or (ii) the redemption of Notes issued under this Indenture or to the repayment or redemption of long-term Indebtedness of the Company or of any Subsidiary, or in part to such acquisition, construction, development or improvement and in part to such redemption and/or repayment. In lieu of applying an amount equal to such net proceeds to such redemption the Company may, within 180 days after such sale or transfer, deliver to the appropriate indenture trustee Notes issued under this Indenture or long-term Indebtedness for cancellation and thereby reduce the amount to be applied to the redemption of such Notes or long-term Indebtedness by an amount equivalent to the aggregate principal amount of Notes or long-term Indebtedness.

ARTICLE FIVE

SUCCESSORS

Section 5.01. Merger and Consolidation.

(a) The Company will not consolidate with or merge with or into, or convey, transfer or lease all or substantially all of its assets and its Subsidiaries' assets (taken as a whole) to, any Person (or another Subsidiary), unless:

(1) the resulting, surviving or transferee Person (the "Successor Company") will be a corporation, limited partnership or limited liability company organized and existing under the laws of the United States of America, any State thereof or the District of Columbia, and the Successor Company (if not the Company) will expressly assume, by a supplemental indenture, executed and delivered to the Trustee, in form reasonably satisfactory to the Trustee, all the obligations of the Company under the Notes and this Indenture; *provided* that in the case where the Successor Company is not a corporation, a co-obligor on the Notes is a corporation;

(2) immediately after giving effect to such transaction (and treating any Indebtedness that becomes an obligation of the Successor Company or any Subsidiary as a result of such transaction as having been Incurred by the Successor Company or such Subsidiary at the time of such transaction), no Default shall have occurred and be continuing; and

(3) the Company shall have delivered to the Trustee an Officers' Certificate and an Opinion of Counsel, each stating that such consolidation, merger or transfer and such supplemental indenture (if any) complies with this Indenture and, in the case of the Opinion of Counsel, that such supplemental indenture (if any) is the valid, binding obligation of the Successor Company, enforceable against the Successor Company in accordance with its terms.

The Successor Company will succeed to, and be substituted for, and may exercise every right and power of, the Company under the Notes and this Indenture, and the predecessor Company (except in the case of a lease of all or substantially all its assets) will be released from the obligation to pay the principal of and interest on the Notes.

(b) In addition, the Company will not permit any Subsidiary Guarantor to consolidate with or merge with or into, or convey, transfer or lease all or substantially all of its assets to any Person unless:

(1) immediately after giving effect to such transaction (and, in the case of Section 5.01(b)(2) below, treating any Indebtedness that becomes an obligation of the Successor Guarantor or any Subsidiary as a result of such transaction as having been Incurred by the Successor Guarantor or such Subsidiary at the time of such transaction), no Default shall have occurred and be continuing;

(2) the resulting, surviving or transferee Person (the "Successor Guarantor") will be a corporation, limited partnership or limited liability company organized and existing under the laws of the United States of America, any State thereof or the District of Columbia, and, other than in the case of a transaction as part of which the Subsidiary Guarantee is being released as otherwise permitted by this Indenture, such Person (if not such Subsidiary Guarantor) will expressly assume, by a supplemental indenture, executed and delivered to the Trustee, in form reasonably satisfactory to the Trustee, all the obligations of such Subsidiary Guarantor under its Subsidiary Guarantee; and

(3) the Company shall have delivered to the Trustee an Officers' Certificate and an Opinion of Counsel stating that such consolidation, merger or transfer and such supplemental indenture (if any) comply with this Indenture.

In the case of Section 5.01(b)(2) above, the Successor Guarantor will succeed to, and be substituted for, and may exercise every right and power of, such Subsidiary Guarantor under the Notes and this Indenture, and the predecessor Subsidiary Guarantor (except in the case of a lease of all or substantially all its assets) will be released from the obligation to pay the principal of and interest on the Notes.

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

Section 5.02. Successor Corporation Substituted.

In case of any such consolidation, merger, sale, lease or conveyance, and following such an assumption by the Successor Company, such Successor Company shall succeed to and be substituted for the Company, with the same effect as if it had been named herein. Such Successor Company may cause to be signed, and may issue either in its own name or in the name of the Company prior to such succession, any or all of the Notes issuable hereunder that shall not have been signed by the Company and delivered to the Trustee; and, upon the order of such Successor Company instead of the Company and subject to all the terms, conditions and limitations in this Indenture, the Trustee shall authenticate and shall make available for delivery any Notes that shall have been signed and delivered by the officers of the Company to the Trustee for authentication, and any Notes which such Successor Company thereafter shall cause to be signed and delivered to the Trustee for that purpose. All of the Notes so issued shall in all respects have the same legal rank and benefit under this Indenture as the Notes theretofore or thereafter issued in accordance with the terms of this Indenture as though all of such Notes had been issued at the date of the execution hereof.

In case of any such consolidation, merger, sale, lease or conveyance such changes in phraseology and form (but not in substance) may be made in the Notes thereafter to be issued as may be appropriate.

In the event of any such sale or conveyance (except in the case of a lease of all or substantially all of the assets of the Company) the Company shall be discharged from all obligations and covenants under this Indenture and the Notes and may be liquidated and dissolved.

ARTICLE SIX

DEFAULTS AND REMEDIES

Section 6.01. Events of Default.

(a) Each of the following is an "Event of Default"

(1) a default in any payment of interest on any Note when due and payable continued for 30 days;

(2) a default in the payment of principal of any Note when due and payable at its Stated Maturity, upon required redemption or repurchase, upon acceleration or otherwise;

(3) the failure by the Company or any Subsidiary Guarantor to comply with its obligations under Section 5.01;

(4) the failure by the Company or any Subsidiary to comply for 60 days after receipt of the written notice referred to in Section 6.01(b) with its other agreements contained in the Notes or this Indenture;

(5) the failure by the Company or any Subsidiary that is a Significant Subsidiary to pay any Indebtedness within any applicable grace period after final maturity or the acceleration of any such Indebtedness by the holders thereof because of a default if the total amount of such Indebtedness unpaid or accelerated exceeds $100,000,000 (or its foreign currency equivalent) and such failure continues for 10 days after receipt of the written notice referred to in Section 6.01(b);

(6) (A) the Company or any Subsidiary that is a Significant Subsidiary pursuant to or within the meaning of any Bankruptcy Law: (i) commences a voluntary case; (ii) consents to the entry of an order for relief against it in an involuntary case; (iii) consents to the appointment of a custodian of it or for any substantial part of its property; (iv) makes a general assignment for the benefit of its creditors; or (v) takes any comparable action under any foreign laws relating to insolvency; or (B) a court of competent jurisdiction enters an order or decree under any Bankruptcy Law that: (i) is for relief against the Company or any Significant Subsidiary in an involuntary case; (ii) appoints a custodian of the Company or any Significant Subsidiary or for any substantial part of its property; (iii) orders the winding up or liquidation of the Company or any Significant Subsidiary; or (iv) any similar relief is granted under any foreign laws with respect to the Company or any Significant Subsidiary and the order or decree remains unstayed and in effect for 60 days;

(7) the rendering of any judgment or decree for the payment of money in excess of $100,000,000 or its foreign currency equivalent (in excess of the amount for which liability for payment is covered by insurance or bonded) against the Company or a Subsidiary that is a Significant Subsidiary if:

(A) an enforcement proceeding thereon is commenced by any creditor and such enforcement is not stayed promptly after commencement, or

(B) such judgment or decree remains outstanding for a period of 60 calendar days following such judgment and is not paid, discharged, waived or stayed; or

(8) any Subsidiary Guarantee of a Significant Subsidiary Guarantor as of and for the twelve months ended on the end of the most recent fiscal quarter for which financial statements are publicly available ceases to be in full force and effect (except as contemplated by the terms thereof) or any such Significant Subsidiary Guarantor or Person acting by or on behalf of any such Significant Subsidiary Guarantor denies or disaffirms such Significant Subsidiary Guarantor's obligations under this Indenture or any Subsidiary Guarantee and such Default continues for 10 days after receipt of the notice specified in Section 6.01(b).

(b) A Default under Section 6.01(a)(4) or (5) above will not constitute an Event of Default until the Trustee notifies the Company or the Holders of at least 25% in principal amount of the Notes then outstanding notify the Company and the Trustee of the Default and the Company or the Subsidiary Guarantor, as applicable, does not cure such Default within the time specified in Section 6.01(a)(4) or (5) above after receipt of such notice. The notice must specify the Default, demand that it be remedied and state that the notice is a "Notice of Default."

The Trustee shall not be charged with knowledge of any Default or Event of Default with respect to the Notes unless a written notice of such Default or Event of Default shall have been given to a Responsible Officer by the Company or any Holder of Notes.

Section 6.02. Acceleration.

If an Event of Default (other than an Event of Default relating to Section 6.01(a)(6) as it relates to the Company) occurs and is continuing, the Trustee or the Holders of at least 25% in principal amount of the outstanding Notes by notice to the Company and the Trustee (if given by the Holders) may declare the principal of and accrued but unpaid interest on all the Notes to be due and payable. Upon such a declaration, such principal and interest will be due and payable immediately. If an Event of Default occurs under Section 6.01(a)(6) as it relates to the Company, the principal of and interest on all the Notes will become immediately due and payable without any declaration or other act on the part of the Trustee or any Holders.

The Holders of a majority in principal amount of the Notes by notice to the Trustee may rescind an acceleration with respect to the Notes and its consequences if the rescission would not conflict with any judgment or decree and if all existing Events of Default have been cured or waived except nonpayment of principal or interest that has become due solely because of acceleration. No such rescission shall affect any subsequent Default or impair any right consequent thereto.

Section 6.03. Other Remedies.

If an Event of Default occurs and is continuing, the Trustee may pursue any available remedy to collect the payment of principal, premium and interest, if any, on the Notes or to enforce the performance of any provision of the Notes or this Indenture.

The Trustee may maintain a proceeding even if it does not possess any of the Notes or does not produce any of them in the proceeding. A delay or omission by the Trustee or any Holder of a Note in exercising any right or remedy accruing upon an Event of Default shall not impair the right or remedy or constitute a waiver of or acquiescence in the Event of Default. All remedies are cumulative to the extent permitted by law.

Section 6.04. Waiver of Past Defaults.

The Holders of a majority in aggregate principal amount of the Notes at the time outstanding, on behalf of the Holders of all the Notes, may waive any past Default hereunder or its consequences, except a Default in the payment of the principal of or interest on any of the Notes.

Upon any such waiver, such Default shall cease to exist and be deemed to have been cured and not to have occurred, and any Event of Default arising therefrom shall be deemed to have been cured and not to have occurred for every purpose of this Indenture; but no such waiver shall extend to any subsequent or other Default or Event of Default or impair any right consequent thereon.

Section 6.05. Control by Majority.

The Holders of a majority in aggregate principal amount of the Notes affected and then outstanding shall have the right to direct the time, method, and place of conducting any proceeding for any remedy available to the Trustee or exercising any trust or power conferred by this Indenture on the Trustee. The Trustee shall have the right to decline to follow any such direction if (i) such direction shall conflict with law or the provisions of this Indenture or any indenture supplemental hereto, (ii) the Trustee shall determine that the action or proceedings so directed would involve the Trustee in personal liability or (iii) the Trustee in good faith shall so determine that the actions or forbearances specified in or pursuant to such direction would be unduly prejudicial to the interests of Holders of the Notes so affected not joining in the giving of said direction, it being understood that the Trustee shall have no duty to ascertain whether or not such actions or forbearances are unduly prejudicial to such Holders.

Section 6.06. Limitation on Suits.

No Holder of any Notes shall have any right, by virtue or by availing of any provision of this Indenture or the Notes, to institute any action or proceeding at law or in equity or in bankruptcy or otherwise with respect to this Indenture or the Notes, or for the appointment of a trustee, receiver, liquidator, custodian or other similar official or for any other remedy hereunder, unless: (i) such Holder previously shall have given to the Trustee written notice of an Event of Default and of the continuance thereof; (ii) the Holders of not less than 25% in aggregate principal amount of the Notes shall have made written request upon the Trustee to institute such action or proceedings in its own name as Trustee hereunder; (iii) such Holders shall have offered to the Trustee security or indemnity reasonably satisfactory to it as it may require, against the costs, expenses and liabilities to be incurred therein or thereby; (iv) the Trustee for 60 days after its receipt of such notice, request and offer of security or indemnity shall have failed to institute any such action or proceeding; and (v) no direction inconsistent with such written request shall have been given to the Trustee during such 60-day period by Holders of a majority in principal amount of the Notes then outstanding;

it being understood and intended, and being expressly covenanted by every Holder of a Note with every other Holder of a Note and the Trustee, that no one or more Holders of Notes shall have any right in any manner whatever, by virtue or by availing of any provision of this Indenture, to affect, disturb or prejudice the rights of any other such Holder of Notes, or to obtain or seek to obtain priority over or preference to any other such Holder or to enforce any right under this Indenture, except in the manner herein provided and for the equal, ratable and common benefit of all Holders of the Notes.

Section 6.07. Rights of Holders of Notes to Receive Payment.

Notwithstanding any provision in this Indenture and any provision of any Notes, the right of any Holder of any Notes to receive payment of the principal of and interest on such Note at the respective rates, in the respective amount on or after the respective due dates expressed in such Note, or to institute suit for the enforcement of any such payment on or after such respective dates, shall not be impaired or affected without the consent of such Holder.

Section 6.08. Collection Suit by Trustee.

If the Company shall fail to pay any installment of interest on any of the Notes when such interest shall have become due and payable, and such default shall have continued for a period of 30 days or shall fail to pay the principal of any of the Notes when the same shall have become due and payable, whether upon maturity of the Notes or upon any redemption or by declaration or otherwise, then upon demand of the Trustee, the Company will pay to the Trustee for the benefit of the Holders the whole amount that then shall have become due and payable on all Notes for principal of or interest, as the case may be (with interest to the date of such payment upon the overdue principal and, to the extent that payment of such interest is enforceable under applicable law, on overdue installments of interest at the same rate as the rate of interest specified in the Notes) and such further amount as shall be sufficient to cover the costs and expenses of collection, including compensation to and reasonable expenses incurred by the Trustee and each predecessor Trustee and their respective agents, attorneys and counsel.

Until such demand is made by the Trustee, the Company may pay the principal of and interest on the Notes to the persons entitled thereto, whether or not the principal of and interest on the Notes are overdue.

If the Company and the Subsidiary Guarantors shall fail to pay such amounts upon such demand, the Trustee, in its own name and as trustee of an express trust, shall be entitled and empowered to institute any action or proceedings at law or in equity for the collection of the amounts so due and unpaid. In any such case, the Trustee may prosecute any such action or proceedings to judgment or final decree and may enforce any such judgment or final decree against the Company, any of the Subsidiary Guarantors or any other obligor upon the Notes and collect in the manner provided by Law out of the property of the Company, any of the Subsidiary Guarantors or any other obligor upon the Notes, wherever situated, the amounts adjudged or decreed to be payable.

All rights of action and of asserting claims under this Indenture or under any of the Notes may be enforced by the Trustee without the possession of any of the Notes or the production thereof at any trial or other proceedings relative thereto. Any such action or proceedings instituted by the Trustee shall be brought in its own name as trustee of an express trust. Any recovery of judgment, subject to the payment of the expenses, disbursements and compensation of the Trustee, each predecessor Trustee and their respective agents and attorneys, shall be for the ratable benefit of the Holders of the Notes in respect of which such action was taken.

In any proceedings brought by the Trustee for the Notes, the Trustee shall be held to represent all the Holders of the Notes in respect of which such action was taken, and it shall not be necessary to make any Holders of the Notes parties to any such proceedings.

Section 6.09. Trustee May File Proofs of Claim.

If (i) there shall be pending proceedings relative to the Company, any Subsidiary Guarantor or any other obligor upon the Notes under any Bankruptcy Law, (ii) a receiver, assignee or trustee in bankruptcy or reorganization, liquidator, sequestrator or similar official shall have been appointed for or taken possession of the Company or its property, any Subsidiary Guarantor or its property or such other obligor or (iii) any other comparable judicial proceedings relative to the Company, any Subsidiary Guarantor or other obligor under the Notes, or to the creditors or property of the Company, any Subsidiary Guarantor or such other obligor, shall be pending, and irrespective of whether the principal of the Notes shall then be due and payable or whether the Trustee shall have made any demand, the Trustee shall be entitled and empowered, by intervention in such proceedings or otherwise:

(a) to file and prove a claim or claims for the whole amount of principal and interest owing and unpaid in respect of the Notes and to file such other papers or documents as may be necessary or advisable in order to have the claims of the Trustee (including any claim for reasonable compensation to, and expenses incurred by, the Trustee and each predecessor Trustee, and their respective agents, attorneys and counsel) and of the Holders allowed in any judicial proceedings relative to the Company, any Subsidiary Guarantor or other obligor upon all Notes, or to the creditors or property of the Company, any Subsidiary Guarantor or such other obligor; and

(b) to collect and receive any funds or other property payable or deliverable on any such claims, and to distribute all amounts received with respect to the claims of the Holders and of the Trustee on their behalf; and any trustee, receiver, or liquidator, custodian or other similar official is hereby authorized by each of the Holders to make payments to the Trustee for the Notes, and, in the event that such Trustee shall consent to the making of payments directly to the Holders, to pay to such Trustee such amounts as shall be sufficient to cover reasonable compensation to and expenses incurred by such Trustee, each predecessor Trustee and their respective agents, attorneys and counsel and all other amounts due to such Trustee or any predecessor Trustee pursuant to Section 7.07.

Nothing herein contained shall be deemed to authorize the Trustee to authorize or consent to or accept or adopt on behalf of any Holder any plan of reorganization, arrangement, adjustment or composition affecting the Notes or the rights of any Holder thereof or to authorize the Trustee to vote in respect of the claim of any Holder in any such proceeding.

Section 6.10. Priorities.

Any amounts collected by the Trustee for the Notes pursuant to this Article Six shall be applied in the following order at the date or dates fixed by such Trustee and, in case of the distribution of such amounts on account of principal or interest, upon presentation of the Notes in respect of which amounts have been collected and stamping or otherwise noting thereon the payment, or issuing Notes in reduced principal amounts in exchange for the presented Notes if only partially paid, or upon surrender thereof if fully paid:

FIRST: To the payment of costs and expenses applicable to the Notes in respect of which amounts have been collected, including compensation to and reasonable expenses incurred by the Trustee and each predecessor Trustee and their respective agents and attorneys and all other amounts due to the Trustee or any predecessor Trustee pursuant to Section 7.07;

SECOND: To the payment of the amounts then due and unpaid for principal of and interest on the Notes in respect of which amounts have been collected, such payments to be made ratably to the Persons entitled thereto, without discrimination or preference, according to the amounts then due and payable on such Notes and any such debt for principal and interest; and

THIRD: To the payment of the remainder, if any, to the Company.

Section 6.11. Undertaking for Costs.

Any court in its discretion may require, in any suit for the enforcement of any right or remedy under this Indenture or in any suit against the Trustee for any action taken, suffered or omitted by it as Trustee, the filing by any party litigant in such suit of an undertaking to pay the costs of such suit. Any such court in its discretion may assess reasonable costs, including reasonable attorneys' fees and expenses, against any party litigant in such suit, having due regard to the merits and good faith of the claims or defenses made by such party litigant. The provisions of this Section 6.11 shall not apply, however, to any suit instituted by the Trustee, to any suit instituted by any Holder or group of Holders of Notes holding more than 10% in aggregate principal amount of the Notes or to any suit instituted by any Holder for the enforcement of the payment of the principal of or interest on any Notes on or after the due date expressed in such Note.

Section 6.12. Power and Remedies Cumulative; Delay or Omission Not Waiver.

Except as provided in Section 6.06, no right or remedy herein conferred upon or reserved to the Trustee or to the Holders is intended to be exclusive of any other right or remedy, and every right and remedy, to the extent permitted by law, shall be cumulative and in addition to every other right and remedy given hereunder or now or hereafter existing at law or in equity or otherwise. The assertion or employment of any right or remedy hereunder shall not prevent the concurrent assertion or employment of any other appropriate right or remedy.

No delay or omission of the Trustee or of any Holder to exercise any right or power accruing upon any Event of Default occurring and continuing as aforesaid shall impair any such right or power or shall be construed to be a waiver of any such Event of Default or an acquiescence therein. Subject to Section 6.06, every power and remedy given by this Indenture or by law to the Trustee or to the Holders may be exercised from time to time, and as often as shall be deemed expedient, by the Trustee or the Holders.

ARTICLE SEVEN

TRUSTEE

Section 7.01. Duties of Trustee.

(a) If an Event of Default has occurred and is continuing and a Responsible Officer of the Trustee has received written notification thereof, the Trustee shall exercise the rights and powers vested in it by this Indenture and use the same degree of care and skill in its exercise as a prudent person would exercise or use under the circumstances in the conduct of such person's own affairs.

(b) Except during the continuance of an Event of Default:

(i) the Trustee need perform only those duties that are specifically set forth in this Indenture and the Trustee shall not be liable except for the performance of such duties and obligations as are specifically set forth in this Indenture, and no implied covenants or obligations shall be read into this Indenture against the Trustee; and

(ii) in the absence of bad faith on its part, the Trustee may conclusively rely, as to the truth of the statements and the correctness of the opinions expressed therein, upon any certificates or opinions furnished to the Trustee and conforming to the requirements of this Indenture. However, in the case of any such certificates or opinions which by any provision hereof are specifically required to be furnished to the Trustee, the Trustee shall examine the certificates and opinions to determine whether or not they conform to the requirements of this Indenture (but need not confirm or investigate the accuracy of mathematical calculations or other facts stated therein).

(c) The Trustee may not be relieved from liability for its own negligent action, its own negligent failure to act or its own willful misconduct, in each case, as determined by a final, non-appealable order of a court of competent jurisdiction, except that:

(i) this paragraph (c) does not limit the effect of paragraph (b) of this Section 7.01;

(ii) the Trustee shall not be liable for any error of judgment made in good faith by a Responsible Officer unless it is proved that the Trustee was negligent in ascertaining the pertinent facts; and

(iii) the Trustee shall not be liable with respect to any action it takes or omits to take in good faith in accordance with a direction received by it pursuant to Section 6.05.

(d) Every provision of this Indenture that in any way relates to the Trustee is subject to paragraphs (a), (b), (c) and (e) of this Section 7.01.

(e) No provision of this Indenture shall require the Trustee to extend or risk its own funds or otherwise incur any financial liability unless it receives indemnity satisfactory to it against any loss, liability or expense.

(f) Amounts held by the Trustee in trust hereunder need not be segregated from other funds except to the extent required by law. The Trustee shall be under no liability for interest on any amounts received by it hereunder except as otherwise agreed in writing with the Company.

Section 7.02. Certain Rights of Trustee.

(a) The Trustee may conclusively rely on, and shall be fully protected in relying upon, any document believed by it to be genuine and to have been signed or presented by the proper person. The Trustee need not investigate any fact or matter stated in the document. The Trustee shall receive and retain financial reports and statements of the Company as provided herein, but shall have no duty to analyze such reports or statements to determine compliance with covenants or other obligations of the Company.

(b) Before the Trustee acts or refrains from acting, it may require an Officers' Certificate or an Opinion of Counsel. The Trustee shall be protected and shall not be liable for any action it takes or omits to take in good faith in reliance on such Officers' Certificate or Opinion of Counsel.

(c) Subject to the provisions of Section 7.01(c), the Trustee shall not be liable for any action it takes or omits to take in good faith which it believes to be authorized or within its rights or powers.

(d) The Trustee may consult with counsel, investment bankers, accountants or other professionals of its selection and the advice of such counsel, investment bankers, accountants or other professionals or any Opinion of Counsel shall be full and complete authorization and protection in respect of any action taken, suffered or omitted by it hereunder in good faith and in reliance thereon in accordance with such advice or Opinion of Counsel.

(e) The Trustee shall be under no obligation to exercise any of the rights or powers vested in it by this Indenture at the request or direction of any of the Holders pursuant to this Indenture, unless such Holders shall have offered to the Trustee indemnity satisfactory to the Trustee against the costs, expenses and liabilities which might be incurred by it in compliance with such request or direction.

(f) The Trustee may execute any of the trusts or powers hereunder or perform any duties hereunder either directly or by or through agents or attorneys and the Trustee shall not be responsible or liable for any misconduct or negligence on the part of any agent or attorney appointed with due care by it hereunder.

(g) The Trustee shall not be bound to make any investigation into the facts or matters stated in any resolution, Officers' Certificate or other certificate, statement, instrument, opinion, report, notice, request, consent, order, approval, appraisal, bond, debenture, note, coupon, security or other paper or document unless requested in writing so to do by the Holders of not less than a majority in aggregate principal amount of the outstanding Notes; *provided* that, if the payment within a reasonable time to the Trustee of the costs, expenses or liabilities likely to be incurred by it in the making of such investigation, in the opinion of the Trustee, is not assured to the Trustee by the security afforded to it by the terms of this Indenture, the Trustee may require indemnity satisfactory to it against such expenses or liabilities as a condition to proceeding.

(h) The Trustee shall not be required to give any bond or surety in respect of the performance of its powers and duties hereunder.

(i) The Trustee shall not be bound to ascertain or inquire as to the performance or observance of any covenants, conditions or agreements on the part of the Company, except as otherwise set forth herein, but the Trustee may require of the Company full information and advice as to the performance of the covenants, conditions and agreements contained herein and shall be entitled in connection herewith to examine the books, records and premises of the Company.

(j) The permissive rights of the Trustee to do things enumerated in this Indenture shall not be construed as a duty and the Trustee shall not be answerable for other than its negligence or willful misconduct as determined by a final, non-appealable order of a court of competent jurisdiction.

(k) Except for (i) a default under Section 6.01(a)(1) or (2), provided that the Trustee is also the Paying Agent or (ii) any other event of which a Responsible Officer of the Trustee has actual knowledge and which event, with the giving of notice or the passage of time or both, would constitute an Event of Default under this Indenture, the Trustee shall not be deemed to have notice of any default or event unless specifically notified in writing of such event by the Company or the Holders of not less than 25% in aggregate principal amount of the Notes, such notice referencing the Notes and this Indenture.

(l) In no event shall the Trustee be responsible or liable for special, indirect, incidental, punitive or consequential loss or damage of any kind whatsoever (including, but not limited to, loss of profit) irrespective of whether the Trustee has been advised of the likelihood of such loss or damage and regardless of the form of action.

(m) The rights, privileges, protections, immunities and benefits given to the Trustee, including, without limitation, its right to be indemnified, are extended to, and shall be enforceable by, the Trustee in each of its capacities hereunder, and each agent, custodian and other Person employed to act hereunder; provided however that (i) an agent, custodian, or other Person employed to act hereunder shall only be liable to extent of its gross negligence or willful misconduct; and (ii) in and during an Event of Default, only the Trustee, and not any agent, custodian, or other Person employed to act hereunder, shall be subject to the prudent person standard.

(n) In no event shall the Trustee be responsible or liable for any failure or delay in the performance of its obligations hereunder arising out of or caused by, directly or indirectly, forces beyond its control, including, without limitation, strikes, work stoppages, accidents, acts of war or terrorism, civil or military disturbances, nuclear or natural catastrophes or acts of God, and interruptions, loss or malfunctions of utilities, communications or computer (software and hardware) services; it being understood that the Trustee shall use reasonable efforts which are consistent with accepted practices in the banking industry to resume performance as soon as practicable under the circumstances.

Section 7.03. Individual Rights of Trustee.

The Trustee in its individual or any other capacity may become the owner or pledgee of Notes and may otherwise deal with the Company or its affiliates with the same rights it would have if it were not Trustee. Any Paying Agent, registrar or co-registrar may do the same with like rights. However, the Trustee must comply with Section 7.10.

Section 7.04. Trustee's Disclaimer.

The Trustee makes no representation as to the validity or adequacy of this Indenture or the Notes. The Trustee shall not be accountable for the Company's use of the proceeds from the Notes and shall not be responsible for any statement in this Indenture (other than its eligibility under Section 7.10) or the Notes (other than its certificate of authentication).

Section 7.05. Notice of Defaults.

If a Default occurs and is continuing with and a Responsible Officer of the Trustee has received written notification thereof, the Trustee shall send to each Holder notice of such Default within the earlier of 90 days after such Default occurs and 30 days after written notice of such Default is received by a Responsible Officer of the Trustee. Except in the case of a Default in the payment of principal of, premium, if any, or interest on the Notes, including payments pursuant to the redemption provisions of the Notes, the Trustee may withhold notice if and so long as a committee of its Responsible Officers in good faith determines that withholding such notice is in the interests of Holders of the Notes.

Section 7.06. [Reserved].

Section 7.07. Compensation and Indemnity.

The Company:

(a) will pay to the Trustee from time to time, and the Trustee shall be entitled to, such compensation as shall be agreed to in writing between the Company and the Trustee for all services rendered by it hereunder, which compensation shall not be limited by any provision of law in regard to the compensation of a trustee of an express trust;

(b) will reimburse the Trustee upon its request for all reasonable expenses, disbursements and advances incurred or made by the Trustee in accordance with any provision of this Indenture, including the compensation and reasonable expenses of its agents and counsel, except to the extent any such compensation or expense shall be determined to have been caused by its own negligence or willful misconduct as determined by a final, non-appealable order of a court of competent jurisdiction; and

(c) will fully indemnify the Trustee and its agents for, and hold them harmless against, any loss, liability, claim, damage or expense arising out of or in connection with the acceptance or administration of this trust or the performance of its duties hereunder, including the reasonable costs and expenses of defending itself against or investigating any claim (whether asserted by the Company, any Holder or any other Person) or liability in connection with the exercise or performance of any of its powers or duties hereunder, or in connection with enforcing the provisions of this Section, except to the extent that any such loss, liability or expense shall be determined to have been caused by its own negligence or willful misconduct as determined by a final, non-appealable order of a court of competent jurisdiction.

As security for the performance of the Company's obligations under this Section 7.07, the Trustee shall have a lien prior to the Notes on all funds or property held or collected by the Trustee, except for those funds that are held in trust to pay the principal of or interest, if any, on the Notes

"Trustee" for purpose of this Section 7.07 includes any predecessor trustee; *provided* that the negligence or bad faith of any Trustee shall not be attributable to any other Trustee.

The Company's payment obligations pursuant to this Section 7.07 shall survive the discharge of this Indenture and resignation or removal of the Trustee. When the Trustee incurs expenses after the occurrence of a default specified in Section 6.01(a)(6), such expenses, including reasonable fees and expenses of counsel, are intended to constitute expenses of administration under Bankruptcy Law.

Section 7.08. Replacement of Trustee.

The Trustee may resign at any time by so notifying the Company. No such resignation, however, shall be effective until a successor Trustee has accepted its appointment pursuant to this Section 7.08. The Holders of a majority in aggregate principal amount of the Notes may remove the Trustee by so notifying the Trustee and the Company. The Company shall remove the Trustee if:

(a) the Trustee fails to comply with Section 7.10;

(b) the Trustee is adjudged bankrupt or insolvent;

(c) a receiver or public officer takes charge of the Trustee or its property; or

(d) the Trustee otherwise becomes incapable of acting.

If the Trustee resigns or is removed or if a vacancy exists in the office of Trustee for any reason, with respect to the Notes, the Company shall promptly appoint, by a Board Resolution, a successor Trustee with respect to the Notes

A successor Trustee shall deliver a written acceptance of its appointment to the retiring Trustee and to the Company. Thereupon the resignation or removal of the retiring Trustee shall become effective, and the successor Trustee shall have all the rights, powers and duties of the Trustee under this Indenture. The successor Trustee shall mail a notice of its succession to Holders of the Notes. The retiring Trustee shall upon payment of its charges hereunder promptly transfer all funds and property held by it as Trustee to the successor Trustee, subject to the lien provided for in Section 7.07.

If a successor Trustee does not take office within 30 days after the retiring Trustee resigns or is removed, the retiring Trustee at the expense of the Company, the Company or the Holders of a majority in aggregate principal amount of the Notes may petition at the expense of the Company any court of competent jurisdiction for the appointment of a successor Trustee

If the Trustee fails to comply with Section 7.10, any Holder may petition any court of competent jurisdiction for the removal of the Trustee and the appointment of a successor Trustee.

Section 7.09. Successor Trustee by Merger, Etc.

If the Trustee consolidates with, merges or converts into or transfers all or substantially all its corporate trust business or assets to another entity, the resulting, surviving or transferee entity without any further act shall be the successor Trustee.

Section 7.10. Eligibility; Disqualification.

The Trustee shall have a combined capital and surplus of at least $50,000,000 as set forth in its most recent published annual report of condition. Neither the Company nor any person directly or indirectly Controlling, Controlled by or under common Control with the Company shall serve as Trustee hereunder.

ARTICLE EIGHT

LEGAL DEFEASANCE AND COVENANT DEFEASANCE

Section 8.01. Option to Effect Legal Defeasance or Covenant Defeasance.

(a) Subject to Sections 8.01(b) and 8.02, the Company at any time may terminate (i) all of its obligations under the Notes and this Indenture ("legal defeasance option") or (ii) its obligations under Sections 4.03, 4.12, 4.14, 4.18 and 4.21 ("covenant defeasance option") with respect to the Notes. The Company may exercise its legal defeasance option notwithstanding its prior exercise of its covenant defeasance option. In the event that the Company terminates all of its obligations under the Notes and this Indenture by exercising its legal defeasance option, the obligations under the Subsidiary Guarantees shall each be terminated simultaneously with the termination of such obligations.

If the Company exercises its legal defeasance option, payment of the Notes may not be accelerated because of an Event of Default. If the Company exercises its covenant defeasance option, payment of the Notes may not be accelerated because of an Event of Default specified in Sections 6.01(a)(4) and 6.01(a)(5) (with respect only to the applicable Subsidiaries), 6.01(a)(6) and 6.01(a)(7) (with respect only to Significant Subsidiaries) or 6.01(a)(8).

Upon satisfaction of the conditions set forth herein and upon request of the Company, the Trustee shall acknowledge in writing the discharge of those obligations that the Company terminates.

(b) Notwithstanding Section 8.01(a), the Company's obligations in Sections 2.04, 2.05, 2.06, 2.07, 2.08, 2.09, 4.02 and 7.07 and in this Article Eight shall survive until the Notes have been paid in full. Thereafter, the Company's obligations in Sections 7.07 and 8.03 and the Trustee's obligations under Section 8.04 shall survive.

Section 8.02. Conditions to Defeasance.

The Company may exercise its legal defeasance option or its covenant defeasance option only if:

(a) the Company irrevocably deposits in trust with the Trustee money in an amount sufficient or U.S. Government Obligations, the principal of and interest on which will be sufficient, or a combination thereof sufficient, in the opinion of a nationally recognized firm of independent accountants, to pay the principal of, and premium (if any) and interest on the Notes when due at maturity or redemption, as the case may be, including interest thereon to maturity or such redemption date;

(b) in the case of the legal defeasance option, the Company shall have delivered to the Trustee an Opinion of Counsel stating that (1) the Company has received from, or there has been published by, the Internal Revenue Service a ruling, or (2) since the date of this Indenture there has been a change in the applicable Federal income tax law, in either case to the effect that, and based thereon such Opinion of Counsel shall confirm that, the Holders of Notes will not recognize income, gain or loss for Federal income tax purposes as a result of such deposit and defeasance and will be subject to Federal income tax on the same amounts, in the same manner and at the same times as would have been the case if such deposit and defeasance had not occurred;

(c) in the case of the covenant defeasance option, the Company shall have delivered to the Trustee an Opinion of Counsel to the effect that the Holders of Notes will not recognize income, gain or loss for Federal income tax purposes as a result of such deposit and defeasance and will be subject to Federal income tax on the same amounts, in the same manner and at the same times as would have been the case if such deposit and defeasance had not occurred;

(d) the deposit does not constitute a default under any other material agreement binding on the Company (other than that resulting with respect to any Indebtedness being defeased from any borrowing of funds to be applied to make the deposit required to effect such legal defeasance option or covenant defeasance option and any similar and simultaneous deposit relating to such Indebtedness, and the granting of Liens in connection therewith);

(e) the Company delivers to the Trustee an Opinion of Counsel to the effect that the trust resulting from the deposit does not constitute, or is qualified as, a regulated investment company under the Investment Company Act of 1940; and

(f) the Company delivers to the Trustee an Officers' Certificate and an Opinion of Counsel, each stating that all conditions precedent to the defeasance and discharge of the Notes as contemplated by this Article Eight have been complied with.

Notwithstanding the foregoing, the Opinion of Counsel required by clause (b) above with respect to a defeasance need not to be delivered if all Notes not therefore delivered to the Trustee for cancellation (x) have become due and payable, or (y) will become due and payable at Stated Maturity within one year under arrangements satisfactory to the Trustee for the giving of notice of redemption by the Trustee in the name, and at the expense, of the Company.

Section 8.03. Deposited Money and Government Obligations to Be Held in Trust; Other Miscellaneous Provisions.

(a) Subject to Section 8.04, all money and U.S. Government Obligations (including the proceeds thereof) deposited with the Trustee pursuant to Section 8.02 in respect of the outstanding Notes shall be held in trust and applied by the Trustee, in accordance with the provisions of such Notes and this Indenture, to the payment, either directly or through any Paying Agent (including the Company acting as Paying Agent) as the Trustee may determine, to the Holders of such Notes of all sums due and to become due thereon in respect of principal, premium, if any, and interest, but such money need not be segregated from other funds except to the extent required by law.

(b) The Company shall pay and indemnify the Trustee against any tax, fee or other charge imposed on or assessed against the money or U.S. Government Obligations deposited pursuant to Section 8.02 or the principal and interest received in respect thereof other than any such tax, fee or other charge which by law is for the account of the Holders of the outstanding Notes.

(c) Anything in this Article Eight to the contrary notwithstanding, the Trustee shall deliver or pay to the Company from time to time upon the request of the Company any money or U.S. Government Obligations held by it as provided in Section 8.02 which, in the opinion of a nationally recognized firm of independent public accountants expressed in a written certification thereof delivered to the Trustee at the expense of the Company (which may be the opinion delivered under Section 8.02(a)), are in excess of the amount thereof that would then be required to be deposited to effect an equivalent legal defeasance option or covenant defeasance option.

Section 8.04. Repayment to the Company.

Any money deposited with the Trustee or any Paying Agent, or then held by the Company, in trust for the payment of the principal of, premium, if any, and interest on any Note and remaining unclaimed for two years after such principal, premium, if any, and interest has become due and payable shall, subject to compliance with applicable abandoned property law, be paid to the Company on its request or (if then held by the Company) shall be discharged from such trust; and the Holder of such Note shall thereafter look only to the Company for payment thereof, and all liability of the Trustee or such Paying Agent with respect to such trust money, and all liability of the Company as Trustee thereof, shall thereupon cease; *provided*, *however*, that the Trustee or such Paying Agent, before being required to make any such repayment, may at the expense of the Company, send to the Holders notice that such money remains unclaimed and that, after a date specified therein, which shall not be less than 30 days from the date of such notification, any unclaimed balance of such money then remaining shall be repaid to the Company.

Section 8.05. Reinstatement.

If the Trustee or Paying Agent is unable to apply any money or U.S. Government Obligations in accordance with Section 8.02, as the case may be, by reason of any order or judgment of any court or governmental authority enjoining, restraining or otherwise prohibiting such application, then the Company's and the Subsidiary Guarantors' obligations under this Indenture and the Notes and the Subsidiary Guarantees shall be revived and reinstated as though no deposit had occurred pursuant to Section 8.02 until such time as the Trustee or Paying Agent is permitted to apply all such money in accordance with Section 8.02, as the case may be; *provided*, *however*, that, if the Company makes any payment of principal of, premium, if any, or interest on any Note following the reinstatement of its obligations, the Company shall be subrogated to the rights of the Holders of such Notes to receive such payment from the money held by the Trustee or Paying Agent.

ARTICLE NINE

AMENDMENT, SUPPLEMENT AND WAIVER

Section 9.01. Without Consent of Holders of Notes.

(a) Notwithstanding Section 9.02, the Company, the Subsidiary Guarantors and the Trustee may amend or supplement this Indenture or the Notes without the consent of any Holder of a Note to:

(1) convey, transfer, assign, mortgage or pledge any property or assets to the Trustee as security for the Notes;

(2) evidence the succession of another Person to the Company or any Subsidiary Guarantor, or successive successions, and the assumption by the successor Person of the covenants, agreements and obligations of the Company or any Subsidiary Guarantor under this Indenture pursuant to the provisions described under Article Five;

(3) add to the covenants of the Company and the Subsidiary Guarantors further covenants, restrictions, conditions or provisions for the protection of the Holders of the Notes;

(4) cure any ambiguity or correct or supplement any provision contained in this Indenture that may be defective or inconsistent with any other provision contained in this Indenture, or make such other provisions in regard to matters or questions arising under this Indenture as the Board of Directors may deem necessary or desirable and that shall not materially and adversely affect the interests of the Holders of the Notes;

(5) evidence and provide for the acceptance of appointment under this Indenture by a successor Trustee with respect to the Notes and add to or change any of the provisions of this Indenture as shall be necessary to provide for or facilitate the administration of the trusts under this Indenture by more than one Trustee pursuant to the requirements of this Indenture;

(6) provide for uncertificated Notes in addition to or in place of certificated Notes; *provided*, *however*, that the uncertificated Notes are issued in registered form for purposes of Section 163(f) of the Code, or in a manner such that the uncertificated Notes are described in Section 163(f)(2)(B) of the Code;

(7) add additional Subsidiary Guarantees with respect to the Notes and release any Subsidiary Guarantor in accordance with this Indenture;

(8) provide for the issuance of Additional Notes;

(9) conform the text of this Indenture or the Notes to any provision of the Description of Notes in the offering memorandum related to the Initial Notes; or

(10) comply with any requirement of the SEC in connection with the qualification of this Indenture under the TIA.

(b) Upon the request of the Company and upon receipt by the Trustee of the documents described under Section 9.06 hereof, the Trustee shall join with the Company and the Subsidiary Guarantors in the execution of any amended or supplemental indenture authorized or permitted by the terms of this Indenture and to make any further appropriate agreements and stipulations that may be therein contained, but the Trustee shall not be obligated to enter into such amended or supplemental indenture that affects its own rights, duties or immunities under this Indenture or otherwise. Notwithstanding anything to the contrary contained herein, any supplemental indenture executed pursuant to Section 9.01(a)(7) may be executed by the Company, the Subsidiary Guarantor providing such Subsidiary Guarantee and the Trustee.

Section 9.02. With Consent of Holders of Notes.

(a) Except as otherwise provided in this Section 9.02, this Indenture or the Notes may be amended with the written consent of the Holders of at least a majority in aggregate principal amount of the Notes then outstanding and any past default or compliance with any provisions may be waived with the consent of the Holders of at least a majority in aggregate principal amount of the Notes then outstanding (including consents obtained in connection with a purchase of, or tender offer or exchange offer for the Notes).

(b) This Indenture provides that, without the consent of each Holder adversely affected thereby, no amendment may:

(1) reduce the principal amount of Notes whose Holders must consent to an amendment;

(2) reduce the rate of or extend the time for payment of interest on any Note;

(3) reduce the principal of or extend the Stated Maturity of any Note;

(4) reduce the premium payable upon the redemption of any Note or change the time at which any Note may be redeemed as described under Section 3.07;

(5) make any Note payable in money other than that stated in the Note;

(6) impair the right of any Holder to receive payment of principal of, and interest on, such Holder's Notes on or after the due dates therefor or to institute suit for the enforcement of any payment on or with respect to such Holder's Notes;

(7) make any change in the amendment provisions or in the waiver provisions which require each Holder's consent; or

(8) release any Subsidiary Guarantee (other than in accordance with the terms of this Indenture).

(c) The consent of the Holders will not be necessary to approve the particular form of any proposed amendment or supplemental indenture. It will be sufficient if such consent approves the substance of the proposed amendment or supplemental indenture.

(d) After an amendment or supplemental indenture becomes effective, the Company shall mail, or in the case of Global Notes send in accordance with the Applicable Procedures of the Depositary, to Holders (with a copy to the Trustee) a notice briefly describing such amendment or supplemental indenture. However, the failure to give such notice to all Holders, or any defect therein, will not impair or affect the validity of the amendment or supplemental indenture.

Section 9.03. [Reserved].

Section 9.04. Revocation and Effect of Consents and Waivers.

(a) A consent to an amendment or supplemental indenture or a waiver by a Holder of a Note shall bind the Holder and every subsequent Holder of that Note or portion of the Note that evidences the same debt as the consenting Holder's Note, even if notation of the consent or waiver is not made on the Note. However, any such Holder or subsequent Holder may revoke the consent or waiver as to such Holder's Note or portion of the Note if the Trustee receives the notice of revocation before the date on which the Trustee receives an Officers' Certificate from the Company certifying that the requisite number of consents have been received. After an amendment or supplemental indenture or waiver becomes effective, it shall bind every Holder. An amendment or supplemental indenture or waiver becomes effective upon the (i) receipt by the Company or the Trustee of the requisite number of consents, (ii) satisfaction of conditions to effectiveness as set forth in this Indenture and any indenture supplemental hereto containing such amendment or waiver and (iii) execution of such amendment or supplemental indenture or waiver by the Company and the Trustee.

(b) The Company may, but shall not be obligated to, fix a record date for the purpose of determining the Holders entitled to give their consent or take any other action described above or required or permitted to be taken pursuant to this Indenture. If a record date is fixed, then notwithstanding Section 9.04(a), those Persons who were Holders at such record date (or their duly designated proxies), and only those Persons, shall be entitled to give such consent or to revoke any consent previously given or to take any such action, whether or not such Persons continue to be Holders after such record date.

Section 9.05. Notation on or Exchange of Notes.

If an amendment or supplemental indenture changes the terms of a Note, the Trustee may require the Holder of the Note to deliver it to the Trustee. The Trustee may place an appropriate notation on the Note regarding the changed terms and return it to the Holder. Alternatively, if the Company or the Trustee so determines, the Company in exchange for the Note shall issue and the Trustee shall authenticate a new Note that reflects the changed terms. Failure to make the appropriate notation or to issue a new Note shall not affect the validity of such amendment or supplemental indenture.

Section 9.06. Trustee to Sign Amendments, Etc.

The Trustee shall sign any amendment or supplemental indenture authorized pursuant to this Article Nine if the amendment or supplemental indenture does not adversely affect the rights, duties, liabilities or immunities of the Trustee. If, in the judgment of the Trustee, it does, the Trustee may but need not sign it. In signing such amendment the Trustee shall receive indemnity satisfactory to it and receive, and (subject to Section 7.01) shall be fully protected in relying upon in addition to the documents required by Section 13.04, an Officers' Certificate and an Opinion of Counsel stating that such amendment or supplemental indenture is authorized or permitted by this Indenture and that such amendment or supplemental indenture is the valid and binding obligation of the Company and the Subsidiary Guarantors enforceable against them in accordance with its terms, subject to customary exceptions, and complies with the provisions hereof.

Section 9.07. Payments for Consents.

Neither the Company nor any Affiliate of the Company shall, directly or indirectly, pay or cause to be paid any consideration, whether by way of interest, fee or otherwise, to any Holder for or as an inducement to any consent, waiver or amendment of any of the terms or provisions of this Indenture or the Notes unless such consideration is offered to be paid to all Holders that so consent, waive or agree to amend in the time frame set forth in solicitation documents relating to such consent, waiver or agreement.

ARTICLE TEN

SUBSIDIARY GUARANTEES

Section 10.01. Subsidiary Guarantees.

(a) Each Subsidiary Guarantor hereby jointly and severally, irrevocably and unconditionally guarantees, as a primary obligor and not merely as a surety, to each Holder and to the Trustee and its successors and assigns (i) the full and punctual payment when due, whether at Stated Maturity, by acceleration, by redemption or otherwise, of all obligations of the Company under this Indenture (including obligations to the Trustee) and the Notes, whether for payment of principal of, or premium or interest on the Notes and all other monetary obligations of the Company under this Indenture and the Notes and (ii) the full and punctual performance within applicable grace periods of all other obligations of the Company whether for fees, expenses, indemnification or otherwise under this Indenture and the Notes (all the foregoing being hereinafter collectively called the "Guaranteed Obligations"). Each Subsidiary Guarantor further agrees that the Guaranteed Obligations may be extended or renewed, in whole or in part, without notice or further assent from each such Subsidiary Guarantor, and that each such Subsidiary Guarantor shall remain bound under this Article Ten notwithstanding any extension or renewal of any Guaranteed Obligation.

(b) Each Subsidiary Guarantor waives presentation to, demand of payment from and protest to the Company of any of the Guaranteed Obligations and also waives notice of protest for nonpayment. Each Subsidiary Guarantor waives notice of any Default under the Notes or the Guaranteed Obligations. The obligations of each Subsidiary Guarantor hereunder shall not be affected by (i) the failure of any Holder or the Trustee to assert any claim or demand or to enforce any right or remedy against the Company or any other Person under this Indenture, the Notes or any other agreement or otherwise; (ii) any extension or renewal of any thereof; (iii) any rescission, waiver, amendment or modification of any of the terms or provisions of this Indenture, the Notes or any other agreement; (iv) the release of any security held by any Holder or the Trustee for the Guaranteed Obligations or any of them; (v) the failure of any Holder or Trustee to exercise any right or remedy against any other guarantor of the Guaranteed Obligations; or (vi) any change in the ownership of such Subsidiary Guarantor, except as provided in Section 10.05.

(c) Each Subsidiary Guarantor hereby waives any right to which it may be entitled to have its obligations hereunder divided among the Subsidiary Guarantors, such that such Subsidiary Guarantor's obligations would be less than the full amount claimed. Each Subsidiary Guarantor hereby waives any right to which it may be entitled to have the assets of the Company first be used and depleted as payment of the Company's or such Subsidiary Guarantor's obligations hereunder prior to any amounts being claimed from or paid by such Subsidiary Guarantor hereunder. Each Subsidiary Guarantor hereby waives any right to which it may be entitled to require that the Company be sued prior to an action being initiated against such Subsidiary Guarantor.

(d) Each Subsidiary Guarantor further agrees that its Subsidiary Guarantee herein constitutes a guarantee of payment, performance and compliance when due (and not a guarantee of collection) and waives any right to require that any resort be had by any Holder or the Trustee to any security held for payment of the Guaranteed Obligations.

(e) Except as expressly set forth in Section 8.01(a), Section 9.02, this Article Ten and Article Eleven, the obligations of each Subsidiary Guarantor hereunder shall not be subject to any reduction, limitation, impairment or termination for any reason, including any claim of waiver, release, surrender, alteration or compromise, and shall not be subject to any defense of setoff, counterclaim, recoupment or termination whatsoever or by reason of the invalidity, illegality or unenforceability of the Guaranteed Obligations or otherwise. Without limiting the generality of the foregoing, the obligations of each Subsidiary Guarantor herein shall not be discharged or impaired or otherwise affected by the failure of any Holder or the Trustee to assert any claim or demand or to enforce any remedy under this Indenture, the Notes or any other agreement, by any waiver or modification of any thereof, by any default, failure or delay, willful or otherwise, in the performance of the obligations, or by any other act or thing or omission or delay to do any other act or thing which may or might in any manner or to any extent vary the risk of any Subsidiary Guarantor or would otherwise operate as a discharge of any Subsidiary Guarantor as a matter of law or equity.

(f) Except as otherwise provided herein, each Subsidiary Guarantor agrees that its Subsidiary Guarantee shall remain in full force and effect until payment in full of all the Guaranteed Obligations. Each Subsidiary Guarantor further agrees that its Subsidiary Guarantee herein shall continue to be effective or be reinstated, as the case may be, if at any time payment, or any part thereof, of principal of or interest on any Guaranteed Obligation is rescinded or must otherwise be restored by any Holder or the Trustee upon the bankruptcy or reorganization of the Company or otherwise.

(g) In furtherance of the foregoing and not in limitation of any other right which any Holder or the Trustee has at law or in equity against any Subsidiary Guarantor by virtue hereof, upon the failure of the Company to pay the principal of or interest on any Guaranteed Obligation when and as the same shall become due, whether at maturity, by acceleration, by redemption or otherwise, or to perform or comply with any other Guaranteed Obligation, each Subsidiary Guarantor hereby promises to and shall, upon receipt of written demand by the Trustee, forthwith pay, or cause to be paid, in cash, to the Holders or the Trustee an amount equal to the sum of (i) the unpaid principal amount of such Guaranteed Obligations, (ii) accrued and unpaid interest on such Guaranteed Obligations (but only to the extent not prohibited by law) and (iii) all other monetary obligations of the Company to the Holders and the Trustee.

(h) Each Subsidiary Guarantor agrees that it shall not be entitled to any right of subrogation in relation to the Holders in respect of any Guaranteed Obligations guaranteed hereby until payment in full of all Guaranteed Obligations. Each Subsidiary Guarantor further agrees that, as between it, on the one hand, and the Holders and the Trustee, on the other hand, (i) the maturity of the Guaranteed Obligations guaranteed hereby may be accelerated as provided in Article Six for the purposes of any Subsidiary Guarantee herein, notwithstanding any stay, injunction or other prohibition preventing such acceleration in respect of the Guaranteed Obligations guaranteed hereby, and (ii) in the event of any declaration of acceleration of such Guaranteed Obligations as provided in Article Six of this Indenture, such Guaranteed Obligations (whether or not due and payable) shall forthwith become due and payable by such Subsidiary Guarantor for the purposes of this Section 10.01.

(i) Each Subsidiary Guarantor also agrees to pay any and all costs and expenses (including reasonable attorney's fees and expenses) incurred by the Trustee or any Holder in enforcing any rights under this Section 10.01.

(j) Upon request of the Trustee, each Subsidiary Guarantor shall execute and deliver such further instruments and do such further acts as may be reasonably necessary or proper to carry out more effectively the purpose of this Indenture.

Section 10.02. Limitation on Liability.

(a) Any term or provision of this Indenture to the contrary notwithstanding, the maximum aggregate amount of the Guaranteed Obligations guaranteed hereunder by any Subsidiary Guarantor shall not exceed the maximum amount that can be hereby guaranteed without rendering this Indenture, as it relates to such Subsidiary Guarantor, voidable under applicable law relating to fraudulent conveyance or fraudulent transfer or similar laws affecting the rights of creditors generally.

(b) As provided in Section 10.05(b), at the reasonable request of the Company, the Trustee shall execute and deliver an instrument, in the form provided by the Company, evidencing the release of any Subsidiary Guarantor pursuant to Section 10.05(a).

Section 10.03. Subsidiary Guarantee Under Indenture.

(a) If an Officer whose signature is on this Indenture no longer holds that office at the time the Trustee authenticates the Note, the Subsidiary Guarantee provided for herein shall be valid nevertheless.

(b) The delivery of any Note by the Trustee, after the authentication thereof hereunder, shall constitute due delivery of the Subsidiary Guarantee provided for herein on behalf of the Subsidiary Guarantors.

(c) If required by Section 4.18, the Company shall cause its Subsidiaries to execute supplemental indentures to this Indenture substantially in the form of Exhibit D to this Indenture providing for additional Subsidiary Guarantees in accordance with Section 4.18 and this Article Ten, to the extent applicable.

Section 10.04. Contribution.

Each Subsidiary Guarantor hereby agrees that to the extent that any such Subsidiary Guarantor shall have paid more than its proportionate share of any payment made on the obligations under its Subsidiary Guarantee, then upon payment in full of the Guaranteed Obligations under this Indenture such Subsidiary Guarantor shall be entitled to seek and receive contribution from and against the Company or any other Subsidiary Guarantor who has not paid its proportionate share of such payment. The provisions of this Section 10.04 shall in no respect limit the obligations and liabilities of each Subsidiary Guarantor to the Trustee and the Holders and each Subsidiary Guarantor shall remain liable to the Trustee and the Holders for the full amount guaranteed by such Subsidiary Guarantor hereunder.

Section 10.05. Release of Subsidiary Guarantor.

(a) The Subsidiary Guarantee of a Subsidiary Guarantor shall be automatically released without any action required by the Trustee or Holders:

(i) in the event the Capital Stock of a Subsidiary Guarantor is sold or all of the assets of a Subsidiary Guarantor are sold (including by way of merger, consolidation or otherwise) by the Company or a Subsidiary if as a result of such sale, such Subsidiary Guarantor ceases to be a Subsidiary;

(ii) upon legal defeasance or satisfaction and discharge of the Notes in compliance with the provisions of this Indenture described under Article Eight and Article Eleven, respectively;

(iii) if such Subsidiary Guarantor shall have been released from its guarantee of Indebtedness under all Material Credit Facilities; or

(iv) if such Subsidiary Guarantee shall have been released pursuant to Section 9.02.

(b) At the request of the Company, and upon delivery to the Trustee of an Officers' Certificate and an Opinion of Counsel that a release complies with this Indenture, the Trustee shall execute and deliver such instruments reasonably requested by the Company evidencing the release of such Subsidiary Guarantor from its Subsidiary Guarantee (it being understood that the failure to obtain any such instrument shall not impair any automatic release pursuant to Section 10.05(a)). Any Subsidiary Guarantor not released from its obligations under its Subsidiary Guarantee as provided in Section 10.05(a) shall remain liable for the full amount of principal and interest, if any, on the Notes and for the other obligations of any Subsidiary Guarantor under this Indenture as provided in this Article Ten.

Section 10.06. Successors and Assigns.

Subject to Article Five, this Article Ten shall be binding upon each Subsidiary Guarantor and its successors and assigns and shall inure to the benefit of the successors and assigns of the Trustee and the Holders and, in the event of any transfer or assignment of rights by any Holder or the Trustee, the rights and privileges conferred upon that party in this Indenture and in the Notes shall automatically extend to and be vested in such transferee or assignee, all subject to the terms and conditions of this Indenture.

Section 10.07. No Waiver.

Neither a failure nor a delay on the part of either the Trustee or the Holders in exercising any right, power or privilege under this Article Ten shall operate as a waiver thereof, nor shall a single or partial exercise thereof preclude any other or further exercise of any right, power or privilege. The rights, remedies and benefits of the Trustee and the Holders herein expressly specified are cumulative and not exclusive of any other rights, remedies or benefits which either may have under this Article Ten at law, in equity, by statute or otherwise.

Section 10.08. Modification.

No modification, amendment or waiver of any provision of this Article Ten, nor the consent to any departure by any Subsidiary Guarantor therefrom, shall in any event be effective unless the same shall be in writing and signed by the Trustee, and then such waiver or consent shall be effective only in the specific instance and for the purpose for which given. No notice to or demand on any Subsidiary Guarantor in any case shall entitle such Subsidiary Guarantor to any other or further notice or demand in the same, similar or other circumstances.

ARTICLE ELEVEN

SATISFACTION AND DISCHARGE

Section 11.01. Satisfaction and Discharge.

(a) This Indenture (including the Subsidiary Guarantees) will be discharged and will cease to be of further effect (except as to surviving rights of registration of transfer or exchange of Notes, as expressly provided for in this Indenture) as to all Notes issued hereunder when:

(1) all outstanding Notes (other than Notes replaced or paid) have been canceled or delivered to the Trustee for cancellation; or

(2) all outstanding Notes have become due and payable, whether at maturity or as a result of the sending of a notice of redemption, or will become due and payable within one year, and the Company irrevocably deposits with the Trustee cash or Cash Equivalents in an amount sufficient or U.S. Government Obligations, the principal of and interest on which will be sufficient, or a combination thereof sufficient, in the written opinion of a nationally recognized firm of independent public accountants delivered to the Trustee (which opinion shall only be required to be delivered if U.S. Government Obligations have been so deposited), to pay the principal of and interest on the outstanding Notes when due at maturity or upon redemption, including interest thereon to maturity or such redemption date (other than Notes replaced or paid); and, in either case

(3) the Company pays all other sums payable by it under this Indenture.

(b) The Trustee shall acknowledge satisfaction and discharge of this Indenture on demand of the Company accompanied by an Officers' Certificate and an Opinion of Counsel and at the cost and expense of the Company.

Section 11.02. Deposited Money and U.S. Government Obligations to Be Held in Trust; Other Miscellaneous Provisions.

Subject to Section 8.04 hereof, all funds and U.S. Government Obligations (including the proceeds thereof) deposited with the Trustee pursuant to Section 11.01 hereof in respect of the outstanding Notes shall be held in trust and applied by the Trustee, in accordance with the provisions of such Notes and this Indenture, to the payment, either directly or through any Paying Agent (including the Company acting as Paying Agent) as the Trustee may determine, to the Holders of such Notes of all sums due and to become due thereon in respect of principal, premium, if any, and interest, but such money need not be segregated from other funds except to the extent required by law.

ARTICLE TWELVE

[RESERVED]

ARTICLE THIRTEEN

MISCELLANEOUS

Section 13.01. [Reserved].

Section 13.02. Notices.

(a) Any notice or communication by the Company or any Subsidiary Guarantor, on the one hand, or the Trustee, on the other hand, to the other, is duly given if in writing and delivered in Person or mailed by first class mail (registered or certified, return receipt requested), facsimile or overnight air courier guaranteeing next day delivery, to the others' address:

If to the Company and/or any Subsidiary Guarantor:

Qorvo, Inc.
7628 Thorndike Road
Greensboro, NC 27409
Facsimile: (910) 475-8535
Attention: Mark J. Murphy

with a copy (which shall not constitute notice) to:

Womble Bond Dickinson (US) LLP
One Wells Fargo Center
301 S. College Street
Suite 3500
Charlotte, NC 28202
Facsimile: (704) 338-7822
Attention: Sudhir N. Shenoy, Esq.

If to the Trustee:

MUFG Union Bank, N.A.
1251 Avenue of the Americas, 19th Floor
New York, New York 10020
Attention: Corporate Trust

Telephone: (646) 452-2016
Facsimile: (646) 452-2000
Email: CTNY1@unionbank.com

(or such other address or facsimile number as the Trustee may designate from time to time by notice to the Company).

(b) The Company, the Subsidiary Guarantors or the Trustee, by notice to the others may designate additional or different addresses for subsequent notices or communications.

(c) All notices and communications (other than those sent to Holders) shall be deemed to have been duly given: at the time delivered by hand, if personally delivered; three Business Days after being deposited in the mail, postage prepaid, if mailed; when receipt is acknowledged, if telecopied; and the next Business Day after timely delivery to the courier, if sent by overnight air courier guaranteeing next day delivery.

(d) Any notice or communication to a Holder shall be mailed by first class mail, certified or registered, return receipt requested, or by overnight air courier guaranteeing next day delivery to its address shown on the register kept by the Registrar. Failure to mail a notice or communication to a Holder or any defect in it shall not affect its sufficiency with respect to other Holders.

(e) Where this Indenture provides for notice in any manner, such notice may be waived in writing by the Person entitled to receive such notice, either before or after the event, and such waiver shall be the equivalent of such notice. Waivers of notice by Holders shall be filed with the Trustee, but such filing shall not be a condition precedent to the validity of any action taken in reliance on such waiver.

(f) In case by reason of the suspension of regular mail service or by reason of any other cause it shall be impracticable to give such notice by mail, then such notification as shall be made with the approval of the Trustee shall constitute a sufficient notification for every purpose hereunder.

(g) If a notice or communication is sent in the manner provided above within the time prescribed, it is duly given, whether or not the addressee receives it.

(h) If the Company receives a notice or communication from Holders, or sends a notice or communication to Holders, it shall send a copy to the Trustee and each Agent at the same time.

(i) Notwithstanding any other provision of this Indenture or any Note, where this Indenture or any Note provides for notice of any event (including any notice of redemption or purchase) to a Holder of a Global Note (whether by mail or otherwise), such notice shall be sufficiently given if given to the Depositary for such Note (or its designee) pursuant to the standing instructions from such Depositary.

The Trustee shall have the right to accept and act upon instructions, including funds transfer instructions ("Instructions") given pursuant to this Indenture and delivered using Electronic Means; provided, however, that the Company shall provide to the Trustee an incumbency certificate listing officers with the authority to provide such Instructions ("Authorized Officers") and containing specimen signatures of such Authorized Officers, which incumbency certificate shall be amended by the Company whenever a person is to be added or deleted from the listing. If the Company elects to give the Trustee Instructions using Electronic Means and the Trustee in its reasonable judgment elects to act upon such Instructions, the Trustee's understanding of such Instructions shall be deemed controlling. The Company understands and agrees that the Trustee cannot determine the identity of the actual sender of such Instructions and that the Trustee shall conclusively presume that directions that purport to have been sent by an Authorized Officer listed on the incumbency certificate provided to the Trustee have been sent by such Authorized Officer. The Company shall be responsible for ensuring that only Authorized Officers transmit such Instructions to the Trustee and that the Company and all Authorized Officers are solely responsible to safeguard the use and confidentiality of applicable user and authorization codes, passwords and/or authentication keys upon receipt by the Company. The Trustee shall not be liable for any losses, costs or expenses arising directly or indirectly from the Trustee's reliance upon and compliance with such Instructions notwithstanding such directions conflict or are inconsistent with a subsequent written instruction. The Company agrees: (i) to assume all risks arising out of the use of Electronic Means to submit Instructions to the Trustee, including without limitation the risk of the Trustee acting on unauthorized Instructions, and the risk of interception and misuse by third parties; (ii) that it is fully informed of the protections and risks associated with the various methods of transmitting Instructions to the Trustee and that there may be more secure methods of transmitting Instructions than the method(s) selected by the Company; (iii) that the security procedures (if any) to be followed in connection with its transmission of Instructions provide to it a commercially reasonable degree of protection in light of its particular needs and circumstances; and (iv) to notify the Trustee immediately upon learning of any compromise or unauthorized use of the security procedures.

Section 13.03. [Reserved].

Section 13.04. Certificate and Opinion as to Conditions Precedent.

Upon any request or application by the Company to the Trustee to take any action under this Indenture, the Company shall furnish to the Trustee:

(i) an Officers' Certificate in form reasonably satisfactory to the Trustee (which shall include the statements set forth in Section 13.05 hereof) stating that, in the opinion of the signers (who may rely upon an Opinion of Counsel with respect to matters of law), all conditions precedent and covenants, if any, provided for in this Indenture relating to the proposed action have been satisfied; and

(ii) an Opinion of Counsel in form reasonably satisfactory to the Trustee (which shall include the statements set forth in Section 13.05 hereof) stating that, in the opinion of such counsel (who may rely upon an Officers' Certificate or certificates of public officials as to matters of fact), all such conditions precedent and covenants have been satisfied.

Section 13.05. Statements Required in Certificate or Opinion.

(a) Each certificate or opinion with respect to compliance with a condition or covenant provided for in this Indenture (other than a certificate provided pursuant to Section 4.04 hereof) shall include:

(i) a statement that the Person making such certificate or opinion has read such covenant or condition;

(ii) a brief statement as to the nature and scope of the examination or investigation upon which the statements or opinions contained in such certificate or opinion are based;

(iii) a statement that, in the opinion of such Person, he or she has made such examination or investigation as is necessary to enable him or her to express an informed opinion as to whether or not such covenant or condition has been complied with; and

(iv) a statement as to whether or not, in the opinion of such Person, such condition or covenant has been complied with.

Section 13.06. Rules by Trustee and Agents.

The Trustee may make reasonable rules for action by or at a meeting of Holders. The Registrar or Paying Agent may make reasonable rules and set reasonable requirements for its functions.

Section 13.07. No Personal Liability of Directors, Officers, Employees and Stockholders.

No director, officer, employee, incorporator, stockholder, member, manager or partner, past, present or future, of the Company or any Subsidiary Guarantor, as such, will have any liability for any obligations of the Company or the Subsidiary Guarantors under the Notes, this Indenture, the Subsidiary Guarantees or for any claim based on, in respect of, or by reason of, such obligations or their creation. Each Holder of Notes by accepting a Note waives and releases all such liability. The waiver and release are part of the consideration for issuance of the Notes. The waiver may not be effective to waive liabilities under the federal securities laws.

Section 13.08. Governing Law; Waiver of Jury Trial.

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

EACH OF THE COMPANY, THE SUBSIDIARY GUARANTORS AND THE TRUSTEE HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS INDENTURE OR THE TRANSACTIONS CONTEMPLATED HEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PERSON HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PERSON WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS INDENTURE BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

Section 13.09. [Reserved].

Section 13.10. No Adverse Interpretation of Other Agreements.

This Indenture may not be used to interpret any other indenture, loan or debt agreement of the Company or any of its Subsidiaries or of any other Person. Any such indenture, loan or debt agreement may not be used to interpret this Indenture.

Section 13.11. Successors.

All agreements of the Company in this Indenture and the Notes shall bind its successors. All agreements of the Trustee in this Indenture shall bind its successors. All agreements of each Subsidiary Guarantor in this Indenture shall bind such Subsidiary Guarantor's successors, except as otherwise provided in Sections 5.01(b) and 5.02.

Section 13.12. Severability.

In case any provision in this Indenture or the Notes shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

Section 13.13. Counterpart Originals.

The parties may sign any number of copies of this Indenture. Each signed copy shall be an original, but all of them together represent the same agreement. The exchange of copies of this Indenture and of signature pages (including signature pages executed by electronic signature) by facsimile or PDF transmission shall constitute effective execution and delivery of this Indenture as to the parties hereto and may be used in lieu of the original Indenture for all purposes. Signatures of the parties hereto (including electronic signatures) transmitted by facsimile or PDF shall be deemed to be their original signatures for all purposes.

The words "execution," "signed," "signature," "delivery," and words of like import in or relating to this Indenture or any document to be signed in connection with this Indenture (including, without limitation, the Notes, the Guarantee and any Officers' Certificate) shall be deemed to include electronic signatures, including without limitation, digital signature provided by DocuSign (or such other digital signature provider as specified in writing to Trustee by the authorized representative), each of which shall be of the same legal effect, validity or enforceability as a manually executed signature. The Company agrees to assume all risks arising out of the use of using digital signatures and electronic methods to submit communications to Trustee, including without limitation the risk of Trustee acting on unauthorized instructions, and the risk of interception and misuse by third parties.

Section 13.14. Acts of Holders.

(a) Any request, demand, authorization, direction, notice, consent, waiver or other action provided by this Indenture to be given or taken by the Holders may be embodied in and evidenced by one or more instruments of substantially similar tenor signed by such Holders in person or by agents duly appointed in writing; and, except as herein otherwise expressly provided, such action shall become effective when such instrument or instruments are delivered to the Trustee and, where it is hereby expressly required, to the Company. Such instrument or instruments (and the action embodied therein and evidenced thereby) are herein sometimes referred to as the "Act" of the Holders signing such instrument or instruments. Proof of execution of any such instrument or of a writing appointing any such agent shall be sufficient for any purpose of this Indenture and conclusive in favor of the Trustee and the Company if made in the manner provided in this Section 13.14.

(b) The fact and date of the execution by any Person of any such instrument or writing may be proved by the affidavit of a witness of such execution or by a certificate of a notary public or other officer authorized by law to take acknowledgments of deeds, certifying that the individual signing such instrument or writing acknowledged to such witness, notary or officer the execution thereof. Where such execution is by a signer acting in a capacity other than his individual capacity, such certificate or affidavit shall also constitute sufficient proof of authority. The fact and date of the execution of any such instrument or writing, or the authority of the Person executing the same, may also be proved in any other manner which the Trustee deems sufficient.

(c) Notwithstanding anything to the contrary contained in this Section 13.14, the principal amount and serial numbers of Notes held by any Holder, and the date of holding the same, shall be proved by the register of the Notes maintained by the Registrar as provided in Section 2.04.

(d) If the Company shall solicit from the Holders of the Notes any request, demand, authorization, direction, notice, consent, waiver or other Act, the Company may, at its option, by or pursuant to a Board Resolution, fix in advance a record date for the determination of Holders entitled to give such request, demand, authorization, direction, notice, consent, waiver or other Act, but the Company shall have no obligation to do so. Such record date shall be the record date specified in or pursuant to such resolution, which shall be a date not earlier than the date 30 days prior to the first solicitation of Holders generally in connection therewith or the date of the most recent list of Holders forwarded to the Trustee prior to such solicitation pursuant to Section 2.06 and not later than the date such solicitation is completed. If such a record date is fixed, such request, demand, authorization, direction, notice, consent, waiver or other Act may be given before or after such record date, but only the Holders of record at the close of business on such record date shall be deemed to be Holders for the purposes of determining whether Holders of the requisite proportion of the then outstanding Notes have authorized or agreed or consented to such request, demand, authorization, direction, notice, consent, waiver or other Act, and for that purpose the then outstanding Notes shall be computed as of such record date; *provided* that no such authorization, agreement or consent by the Holders on such record date shall be deemed effective unless it shall become effective pursuant to the provisions of this Indenture not later than eleven months after the record date.

(e) Any request, demand, authorization, direction, notice, consent, waiver or other Act of the Holder of any Note shall bind every future Holder of the same Note and the Holder of every Note issued upon the registration or transfer thereof or in exchange therefor or in lieu thereof in respect of anything done, omitted or suffered to be done by the Trustee or the Company in reliance thereon, whether or not notation of such action is made upon such Note.

(f) Without limiting the foregoing, a Holder entitled hereunder to take any action hereunder with regard to any particular Note may do so itself with regard to all or any part of the principal amount of such Note or by one or more duly appointed agents each of which may do so pursuant to such appointment with regard to all or any part of such principal amount.

Section 13.15. Benefit of Indenture.

Except as otherwise described herein, nothing in this Indenture, the Notes or the Subsidiary Guarantees shall give to any Person, other than the parties hereto, any Paying Agent, any Registrar and its successors hereunder, and the Holders, any benefit or any legal or equitable right, remedy or claim under this Indenture.

Section 13.16. Table of Contents, Headings, Etc.

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

Section 13.17. USA PATRIOT Act.

The parties hereto acknowledge that in accordance with Section 326 of the USA PATRIOT Act, the Trustee, like all financial institutions and in order to help fight the funding of terrorism and money laundering, is required to obtain, verify, and record information that identifies each person or legal entity that establishes a relationship or opens an account with the Trustee. The parties to this Indenture agree that they will provide the Trustee with such information as it may request in order for the Trustee to satisfy the requirements of the USA PATRIOT Act.

[**SIGNATURE PAGES FOLLOW**]

IN WITNESS WHEREOF, the parties have executed this Indenture as of the date first above written.

QORVO, INC.

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

AMALFI SEMICONDUCTOR, INC.
as a Guarantor

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

QORVO CALIFORNIA, INC.
as a Guarantor

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

QORVO OREGON, INC.
as a Guarantor

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

QORVO US, INC.
as a Guarantor

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

QORVO TEXAS, LLC
as a Guarantor

By: Qorvo US, Inc., its member

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

RFMD, LLC
as a Guarantor

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

MUFG UNION BANK, N.A., as Trustee

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

EXHIBIT A

[Face of Note]

[Include Applicable Legends]

CUSIP No.
ISIN No.

No.

QORVO, INC.

3.375% SENIOR NOTES DUE 2031

Issue Date:

Qorvo, Inc., a Delaware corporation (the "Company," which term includes any successor under the Indenture hereinafter referred to), for value received, promises to pay to CEDE & CO., or its registered assigns, the principal sum of _____ ($_____), or such other principal sum as shall be set forth in the Schedule of Exchanges of Interests attached hereto, on April 1, 2031.

Interest Payment Dates: April 1 and October 1, commencing April 1, 2021.

Record Dates: March 15 and September 15.

Reference is hereby made to the further provisions of this Note set forth on the reverse hereof, which further provisions shall for all purposes have the same effect as if set forth at this place.

[**SIGNATURE PAGE FOLLOWS**]

IN WITNESS WHEREOF, the Company has caused this instrument to be duly executed.

QORVO, INC.

By: _____
Name: _____
Title: _____
Dated: _____

This is one of the Notes referred to in the within-mentioned Indenture.

MUFG UNION BANK, N.A., as Trustee

By: _____
Name: _____
Title: _____
Dated: _____

[Reverse Side of Note]

Qorvo, Inc.

3.375% Senior Notes due 2031

Capitalized terms used herein shall have the meanings assigned to them in the Indenture referred to below unless otherwise indicated.

1. Interest. QORVO, INC., a Delaware corporation (such corporation, and its successors and assigns under the Indenture hereinafter referred to, being herein called the "Company"), promises to pay interest on the principal amount of this Note at 3.375% per annum from September 29, 2020. The Company shall pay interest semiannually in arrears on April 1 and October 1 of each year, commencing April 1, 2021 or, if any such day is not a Business Day, on the next succeeding Business Day. Interest on the Notes shall accrue from the most recent date to which interest has been paid or duly provided for or, if no interest has been paid or duly provided for, from September 29, 2020; *provided* that if there is no existing Default or Event of Default in the payment of interest, and if this Note is authenticated between a record date referred to on the face hereof and the next succeeding semiannual interest payment date (but after April 1, 2021), interest shall accrue from such next succeeding semiannual interest payment date, except in the case of the original issuance of the Notes, in which case interest shall accrue from the date of authentication. Interest shall be computed on the basis of a 360-day year of twelve 30-day months. The Company shall pay interest on overdue principal at the rate borne by the Notes plus 1% per annum, and it shall pay interest on overdue installments of interest at the same rate to the extent lawful. Interest shall be computed on the basis of a 360-day year comprised of twelve 30-day months. The interest rate on this Note will in no event be higher than the maximum rate permitted by New York law as the same may be modified by United States law of general application.

2. Method of Payment. The Company shall pay interest on the Notes (except defaulted interest) to the Persons who are registered Holders at the close of business on March 15 or September 15 immediately preceding the Interest Payment Date even if Notes are canceled after the record date and on or before the Interest Payment Date. Holders must surrender Notes to a Paying Agent to collect principal payments. The Company shall pay principal, premium, if any, and interest in money of the United States of America that at the time of payment is legal tender for payment of public and private debts. Payments in respect of the Notes represented by a Global Note (including principal, premium and interest) shall be made by wire transfer of immediately available funds to the accounts specified by the Depositary or any successor depositary. The Company will make all payments in respect of a Definitive Note (including principal, premium, if any, and interest), at the office of the Paying Agent, except that, at the option of the Company, payment of interest may be made by mailing a check to the registered address of each Holder thereof. Any payments of principal of and interest on this Note prior to Stated Maturity shall be binding upon all future Holders of this Note and of any Note issued upon the registration of transfer hereof or in exchange hereof or in lieu hereof, whether or not noted hereon. The amount due and payable at the maturity of this Note shall be payable only upon presentation and surrender of this Note at an office of the Trustee or the Trustee's agent appointed for such purposes.

3. Paying Agent and Registrar. Initially, MUFG UNION BANK, N.A. (the "Trustee") will act as Paying Agent and Registrar. The Company may appoint and change any Paying Agent or Registrar without notice. The Company or any of its domestically incorporated Subsidiaries may act as Paying Agent or Registrar.

4. Indenture. The Company issued the Notes under an Indenture dated as of September 29, 2020, among the Company, the Subsidiary Guarantors and the Trustee. Terms defined in the Indenture and not defined herein have the meanings ascribed thereto in the Indenture. The Notes are subject to all terms and provisions of the Indenture, and Holders (as defined in the Indenture) are referred to the Indenture for a statement of such terms and provisions.

5. Optional Redemption.

(a) Except as set forth in this Section 5, the Notes may not be redeemed at the option of the Company.

(b) At any time and from time to time prior to April 1, 2026 the Company may redeem, on one or more occasions, up to a maximum of 40% of the original aggregate principal amount of the Notes, calculated after giving effect to any issuance of Additional Notes, with the Net Cash Proceeds of one or more Qualified Equity Offerings at a redemption price equal to 103.375% of the principal amount thereof, plus accrued and unpaid interest thereon to the redemption date, subject to the right of Holders of record on the relevant record date to receive interest due on the relevant Interest Payment Date; *provided*, *however*, that after giving effect to any such redemption:

(i) at least 60% of the original aggregate principal amount of the Notes, calculated after giving effect to any issuance of Additional Notes, remains outstanding immediately after such redemption; and

(ii) any such redemption by the Company must be completed within 90 days of completion of such Qualified Equity Offering and must be made in accordance with the applicable procedures set forth in the Indenture.

(c) At any time and from time to time prior to April 1, 2026, the Company may redeem on all or part of the Notes at a redemption price equal to the sum of (i) 100% of the principal amount thereof, plus (ii) the Applicable Premium as of the date of redemption, plus (iii) accrued and unpaid interest to the date of redemption, subject to the right of Holders of record on the relevant record date to receive interest due on the relevant Interest Payment Date.

(d) At any time and from time to time on or after April 1, 2026, the Company may redeem the Notes, in whole or in part, at the following redemption prices, expressed as percentages of principal amount, plus accrued and unpaid interest thereon to the redemption date, subject to the right of Holders of record on the relevant record date to receive interest due on the relevant Interest Payment Date, if redeemed during the twelve-month period commencing on April 1 of the years set forth below:

Year	Percentage
2026	101.688%
2027	101.125%
2028	100.563%
2029 and thereafter	100.000%

6. Mandatory Redemption. The Company is not required to make mandatory redemption or sinking fund payments with respect to the Notes.

7. Notice of Redemption. Notice of redemption will be mailed by first-class mail at least 30 days but not more than 60 days before the redemption date to each Holder of Notes to be redeemed at his or her registered address. Notes may be redeemed in part in integral multiples of $2,000 or any whole multiple of $1,000 in excess thereof. If notice of redemption has been given, the Notes or portions of Notes specified in such notice shall become due and payable on the date and at the place stated in such notice at the applicable redemption price, together with interest accrued to the date fixed for redemption, and on and after said date (unless the Company shall default in the payment of such Notes at the redemption price, together with interest accrued to said date) interest on the Notes or portions of Notes so called for redemption shall cease to accrue.

Any notice of redemption in connection with any Qualified Equity Offering or other securities offering of any financing, or in connection with a transaction (or series of related transactions) that constitutes a Change of Control, may, at the Company's discretion, be given prior to the completion thereof and be subject to one or more conditions precedent, including completion of the related Qualified Equity Offering, securities offering, financing or Change of Control.

8. Repurchase at Option of Holder. Upon a Change of Control Triggering Event, each Holder will have the right, subject to certain conditions specified in the Indenture, to cause the Company to repurchase all or any part of the Notes of such Holder at a purchase price equal to 101% of the principal amount of the Notes to be repurchased plus accrued and unpaid interest to the date of repurchase (subject to the right of Holders of record on the relevant record date to receive interest due on the relevant Interest Payment Date that is on or prior to the date of purchase) as provided in, and subject to the terms of, the Indenture; *provided*, *however*, the Company shall not be obligated to purchase the Notes upon a Change of Control Triggering Event in the event that it has optionally redeemed all the Notes.

If Holders of not less than 90% in aggregate principal amount of the outstanding Notes validly tender and do not withdraw such Notes in a Change of Control Offer and the Company, or any third party making a Change of Control Offer in lieu of the Company as described above, purchases all of the Notes validly tendered and not withdrawn by such Holders, the Company or such third party will have the right, upon not less than 10 nor more than 60 days' prior notice, given not more than 30 days following such purchase pursuant to such Change of Control Offer, to redeem all Notes that remain outstanding following such purchase at a price in cash equal to 101% of the principal amount thereof plus accrued and unpaid interest to but excluding the date of such redemption.

9. Denominations, Transfer, Exchange. The Notes are in fully registered form, without coupons, in minimum denominations of $2,000 and any whole multiple of $1,000. A Holder may transfer or exchange Notes in accordance with the Indenture. Upon any transfer or exchange, the Registrar and the Trustee may require a Holder, among other things, to furnish appropriate endorsements or transfer documents and to pay any taxes required by law or permitted by the Indenture. The Company will not be required to transfer or exchange any outstanding Notes selected for redemption or purchase or to transfer or exchange any outstanding Notes for a period of 15 days prior to the selection of Notes to be redeemed or purchased or within 15 days of an Interest Payment Date.

10. Persons Deemed Owners. The registered Holder of this Note will be treated as the owner of it for all purposes.

11. Unclaimed Money. Subject to the applicable abandoned property laws, if money for the payment of principal or interest remains unclaimed for two years, the Trustee and the Paying Agent shall pay the money back to the Company at its written request unless an abandoned property law designates another Person. After any such payment, Holders entitled to the money must look to the Company for payment as general creditors and the Trustee and the Paying Agent shall have no further liability with respect to such monies.

12. Discharge and Defeasance. Subject to certain conditions, the Company at any time may terminate some of or all its obligations under the Notes and the Indenture if the Company deposits with the Trustee money or U.S. Government Obligations for the payment of principal and interest on the Notes to redemption or maturity, as the case may be.

13. Amendment, Waiver. Subject to certain exceptions set forth in the Indenture, the Indenture or the Notes may be amended with the written consent of the Holders of at least a majority in aggregate principal amount of the Notes then outstanding and any past default or compliance with any provisions may be waived with the consent of the Holders of a majority in aggregate principal amount of the Notes then outstanding (including consents obtained in connection with a purchase of, or tender offer or exchange offer for the Notes). Subject to certain exceptions set forth in the Indenture, without the consent of any Holder, the Company, the Subsidiary Guarantors and the Trustee may amend the Indenture to (i) convey, transfer, assign, mortgage or pledge any property or assets to the Trustee as security for the Notes; (ii) evidence the succession of another Person to the Company or any Subsidiary Guarantor, or successive successions, and the assumption by the successor Person of the covenants, agreements and obligations of the Company or any Subsidiary Guarantor under the Indenture pursuant to the provisions described under Article Five of the Indenture; (iii) add to the covenants of the Company and the Subsidiary Guarantors such further covenants, restrictions, conditions or provisions for the protection of the Holders of Notes; (iv) cure any ambiguity or correct or supplement any provision contained in the Indenture that may be defective or inconsistent with any other provision contained in the Indenture, or make such other provisions in regard to matters or questions arising under the Indenture as the Board of Directors may deem necessary or desirable and that shall not materially and adversely affect the interests of the Holders of Notes; (v) evidence and provide for the acceptance of appointment under the Indenture by a successor Trustee with respect to the Notes and add to or change any of the provisions of the Indenture as shall be necessary to provide for or facilitate the administration of the trusts under the Indenture by more than the one Trustee pursuant to the requirements of the Indenture; (vi) provide for uncertificated Notes in addition to or in place of certificated Notes; *provided*, *however*, that the uncertificated Notes are issued in registered form for purposes of Section 163(f) of the Code, or in a manner such that the uncertificated Notes are described in Section 163(f)(2)(B) of the Code; (vii) add additional Subsidiary Guarantees with respect to the Notes and release any Subsidiary Guarantor in accordance with the Indenture; (viii) provide for the issuance of Additional Notes; or (ix) conform the text of the Indenture or the Notes to any provision of the Description of Notes in the offering memorandum related to the Initial Notes;.

14. Defaults and Remedies. If an Event of Default (other than an Event of Default relating to certain events of bankruptcy, insolvency or reorganization of the Company) occurs and is continuing, the Trustee or the Holders of at least 25% in principal amount of the outstanding Notes by notice to the Company (and the Trustee if given by the Holders) may declare the principal of and accrued but unpaid interest on all the Notes to be due and payable. Upon such a declaration, such principal and interest will be due and payable immediately. If an Event of Default relating to certain bankruptcy provisions occurs, the principal of and interest on all the Notes will become immediately due and payable without any declaration or other act on the part of the Trustee or any Holders. Under certain circumstances, the Holders of a majority in principal amount of the outstanding Notes may rescind any such acceleration with respect to the Notes and its consequences.

No Holder of any Notes shall have any right, by virtue or by availing of any provision of this Indenture or the Notes, to institute any action or proceeding at law or in equity or in bankruptcy or otherwise with respect to this Indenture or the Notes, or for the appointment of a trustee, receiver, liquidator, custodian or other similar official or for any other remedy hereunder, unless such Holder previously shall have given to the Trustee written notice of an Event of Default and of the continuance thereof and the Holders of not less than 25% in aggregate principal amount of the Notes shall have made written request upon the Trustee to institute such action or proceedings in its own name as Trustee hereunder and shall have offered to the Trustee security or indemnity reasonably satisfactory to it as it may require, against the costs, expenses and liabilities to be incurred therein or thereby and the Trustee for 60 days after its receipt of such notice, request and offer of security or indemnity shall have failed to institute any such action or proceeding and no direction inconsistent with such written request shall have been given to the Trustee during such 60-day period by Holders of a majority in principal amount of the Notes then outstanding; it being understood and intended, and being expressly covenanted by the Holder of every Notes with every other Holder of a Note and the Trustee, that no one or more Holders of Notes shall have any right in any manner whatever, by virtue or by availing of any provision of this Indenture, to affect, disturb or prejudice the rights of any other such Holder of Notes, or to obtain or seek to obtain priority over or preference to any other such Holder or to enforce any right under this Indenture, except in the manner herein provided and for the equal, ratable and common benefit of all Holders of the Notes.

15. Trustee Dealings with Company. The Trustee in its individual or any other capacity may become the owner or pledgee of Notes and may otherwise deal with and collect obligations owed to it by the Company or its Affiliates and may otherwise deal with the Company or its Affiliates with the same rights it would have if it were not Trustee.

16. No Recourse Against Others. No director, officer, employee, incorporator, stockholder, member, manager or partner of the Company or any Subsidiary Guarantor, as such, will have any liability for any obligations of the Company or the Subsidiary Guarantors under the Notes, the Indenture, the Subsidiary Guarantees or for any claim based on, in respect of, or by reason of, such obligations or their creation. Each Holder of Notes by accepting a Note waives and releases all such liability. The waiver and release are part of the consideration for issuance of the Notes. The waiver may not be effective to waive liabilities under the federal securities laws.

17. Authentication. This Note shall not be valid until an authorized signatory of the Trustee (or an authenticating agent) manually or electronically signs the certificate of authentication on the other side of this Note.

18. Abbreviations. Customary abbreviations may be used in the name of a Holder or an assignee, such as TEN COM (=tenants in common), TEN ENT (=tenants by the entireties), JT TEN (=joint tenants with rights of survivorship and not as tenants in common), CUST (=custodian), and U/G/M/A (=Uniform Gift to Minors Act).

19. Governing Law. THIS SECURITY SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

20. CUSIP and ISIN Numbers. The Company has caused CUSIP and ISIN numbers to be printed on the Notes and has directed the Trustee to use CUSIP and ISIN numbers in notices of redemption as a convenience to Holders. No representation is made as to the accuracy of such numbers either as printed on the Notes or as contained in any notice of redemption and reliance may be placed only on the other identification numbers placed thereon.

ASSIGNMENT FORM

To assign this Note, fill in the form below:

(I) or (we) assign and transfer this Note to:

(INSERT ASSIGNEE'S LEGAL NAME)

(Insert assignee's soc. sec. or tax I.D. no.)

(Print or type assignee's name, address and zip code)

and irrevocably appoint
to transfer this Note on the books of the Company. The agent may substitute another to act for him.

Date:

Your Signature:
(Sign exactly as your name appears on the face of this Note)

Signature Guarantee*:

* Participant in a recognized Signature Guarantee Medallion Program (or other signature guarantor acceptable to the Trustee).

OPTION OF HOLDER TO ELECT PURCHASE

If you want to elect to have this Note purchased by the Company pursuant to Section 4.14 (Change of Control Triggering Event) of the Indenture, check the box below:

☐ Section 4.14

If you want to elect to have only part of the Note purchased by the Company pursuant to Section 4.14 of the Indenture, state the amount you elect to have purchased ($1,000 or an integral multiple thereof):

$_____

Date: _____

Your Signature: _____
(Sign exactly as your name appears on the face of this Note)

Tax Identification No.: _____

Signature Guarantee*: _____

* Participant in a recognized Signature Guarantee Medallion Program (or other signature guarantor acceptable to the Trustee).

[***To be inserted for Rule 144A Global Note***]

SCHEDULE OF EXCHANGES OF INTERESTS IN THE GLOBAL NOTE

The following exchanges of a part of this Global Note for an interest in another Global Note or for a Definitive Note, or exchanges of a part of another Global Note or Definitive Note for an interest in this Global Note, have been made:

Date of Exchange	Amount of Decrease in Principal Amount at Maturity of this Global Note	Amount of Increase in Principal Amount at Maturity of this Global Note	Principal Amount at Maturity of this Global Note Following such decrease (or increase)	Signature of Authorized Signatory of Trustee or Custodian

[***To be inserted for Regulation S Global Note***]

SCHEDULE OF EXCHANGES OF REGULATION S GLOBAL NOTE

The following exchanges of a part of this Regulation S Global Note for an interest in another Global Note or of other Restricted Global Notes for an interest in this Regulation S Global Note, have been made:

Date of Exchange	Amount of Decrease in Principal Amount at Maturity of this Global Note	Amount of Increase in Principal Amount at Maturity of this Global Note	Principal Amount at Maturity of this Global Note Following such decrease (or increase)	Signature of Authorized Signatory of Trustee or Custodian

EXHIBIT B

FORM OF CERTIFICATE OF TRANSFER

Qorvo, Inc.
7628 Thorndike Road
Greensboro, NC 27409
Facsimile: (910) 475-8535
Attention: Mark J. Murphy

MUFG Union Bank, N.A.
1251 Avenue of the Americas, 19th Floor
New York, New York 10020
Facsimile: (646) 452-2000
Attention: Corporate Trust

Re: 3.375% Senior Notes due 2031

Reference is hereby made to the Indenture, dated as September 29, 2020 (the "Indenture"), among Qorvo, Inc., a Delaware corporation (the "Company"), the Subsidiary Guarantors, and MUFG Union Bank, N.A., as Trustee. Capitalized terms used but not defined herein shall have the meanings given to them in the Indenture.

_____ (the "Transferor") owns and proposes to transfer the 3.375% Senior Notes due 2031 (the "Notes") of the Company or interest in such Note[s] specified in Annex A hereto, in the principal amount of $_____ in such Note[s] or interests (the "Transfer"), to _____ (the "Transferee"), as further specified in Annex A hereto. In connection with the Transfer, the Transferor hereby certifies that:

[CHECK ALL THAT APPLY]

☐ 1. Check if Transferee will take delivery of a beneficial interest in the 144A Global Note or a Definitive Note pursuant to Rule 144A. The Transfer is being effected pursuant to and in accordance with Rule 144A under the Securities Act of 1933, as amended (the "Securities Act"), and, accordingly, the Transferor hereby further certifies that the beneficial interest or Definitive Note is being transferred to a Person that the Transferor reasonably believed and believes is purchasing the beneficial interest or Definitive Note for its own account, or for one or more accounts with respect to which such Person exercises sole investment discretion, and such Person and each such account is a "qualified institutional buyer" within the meaning of Rule 144A in a transaction meeting the requirements of Rule 144A and such Transfer is in compliance with any applicable blue sky securities laws of any state of the United States. Upon consummation of the proposed Transfer in accordance with the terms of the Indenture, the transferred beneficial interest or Definitive Note will be subject to the restrictions on transfer enumerated in the Private Placement Legend printed on the 144A Global Note and/or the Definitive Note and in the Indenture and the Securities Act.

☐ 2. Check if Transferee will take delivery of a beneficial interest in a Legended Regulation S Global Note, or a Definitive Note pursuant to Regulation S. The Transfer is being effected pursuant to and in accordance with Rule 903 or Rule 904 under the Securities Act and, accordingly, the Transferor hereby further certifies that (i) the Transfer is not being made to a person in the United States and (x) at the time the buy order was originated, the Transferee was outside the United States or such Transferor and any Person acting on its behalf reasonably believed and believes that the Transferee was outside the United States or (y) the transaction was executed in, on or through the facilities of a designated offshore securities market and neither such Transferor nor any Person acting on its behalf knows that the transaction was prearranged with a buyer in the United States, (ii) no directed selling efforts have been made in contravention of the requirements of Rule 903(b) or Rule 904(b) of Regulation S under the Securities Act, (iii) the transaction is not part of a plan or scheme to evade the registration requirements of the Securities Act and (iv) if the proposed transfer is being made prior to the expiration of the Restricted Period, the transfer is not being made to a U.S. Person or for the account or benefit of a U.S. Person (other than an Initial Purchaser). Upon consummation of the proposed transfer in accordance with the terms of the Indenture, the transferred beneficial interest or Definitive Note will be subject to the restrictions on transfer enumerated in the Private Placement Legend printed on the Legended Regulation S Global Note and/or the Definitive Note and in the Indenture and the Securities Act.

☐ 3. Check and complete if Transferee will take delivery of a beneficial interest in an Unrestricted Global Note pursuant to any provision of the Securities Act other than Rule 144A or Regulation S. The Transfer is being effected in compliance with the transfer restrictions applicable to beneficial interests in Restricted Global Notes and Restricted Definitive Notes and pursuant to and in accordance with the Securities Act and any applicable blue sky securities laws of any state of the United States, and accordingly the Transferor hereby further certifies that (check one):

☐ (a) such Transfer is being effected pursuant to and in accordance with Rule 144 under the Securities Act; or

☐ (b) such Transfer is being effected to the Company or a subsidiary thereof.

☐ 4. Check if Transferee will take delivery of a beneficial interest in an Unrestricted Global Note or an Unrestricted Definitive Note.

☐ (a) Check if Transfer is pursuant to Rule 144. (i) The Transfer is being effected pursuant to and in accordance with Rule 144 under the Securities Act and in compliance with the transfer restrictions contained in the Indenture and any applicable blue sky securities laws of any state of the United States and (ii) the restrictions on transfer contained in the Indenture and the Private Placement Legend are not required in order to maintain compliance with the Securities Act. Upon consummation of the proposed Transfer in accordance with the terms of the Indenture, the transferred beneficial interest or Definitive Note will no longer be subject to the restrictions on transfer enumerated in the Private Placement Legend printed on the Restricted Global Notes, on Restricted Definitive Notes and in the Indenture.

☐ (b) Check if Transfer is pursuant to Regulation S. (i) The Transfer is being effected pursuant to and in accordance with Rule 903 or Rule 904 under the Securities Act and in compliance with the transfer restrictions contained in the Indenture and any applicable blue sky securities laws of any state of the United States and (ii) the restrictions on transfer contained in the Indenture and the Private Placement Legend are not required in order to maintain compliance with the Securities Act. Upon consummation of the proposed Transfer in accordance with the terms of the Indenture, the transferred beneficial interest or Definitive Note will no longer be subject to the restrictions on transfer enumerated in the Private Placement Legend printed on the Restricted Global Notes, on Restricted Definitive Notes and in the Indenture.

☐ (c) Check if Transfer is pursuant to other exemption. (i) The Transfer is being effected pursuant to and in compliance with an exemption from the registration requirements of the Securities Act other than Rule 144, Rule 903 or Rule 904 and in compliance with the transfer restrictions contained in the Indenture and any applicable blue sky securities laws of any State of the United States and (ii) the restrictions on transfer contained in the Indenture and the Private Placement Legend are not required in order to maintain compliance with the Securities Act. Upon consummation of the proposed Transfer in accordance with the terms of the Indenture, the transferred beneficial interest or Definitive Note will not be subject to the restrictions on transfer enumerated in the Private Placement Legend printed on the Restricted Global Notes or Restricted Definitive Notes and in the Indenture.

This certificate and the statements contained herein are made for your benefit and the benefit of the Company.

Dated: _____

[Insert Name of Transferor]

By: _____
Name: _____
Title: _____

ANNEX A TO CERTIFICATE OF TRANSFER

1. The Transferor owns and proposes to transfer the following:

[CHECK ONE OF (a) OR (b)]

☐ (a) a beneficial interest in the:

(i) 144A Global Note (CUSIP _____); or

Regulation S Global Note (CUSIP _____); or

☐ (b) a Restricted Definitive Note.

2. After the Transfer the Transferee will hold:

[CHECK ONE]

☐ (a) a beneficial interest in the:

(i) 144A Global Note (CUSIP _____); or

(ii) Regulation S Global Note (CUSIP _____); or

(iii) Unrestricted Global Note (CUSIP _____); or

☐ (b) a Restricted Definitive Note; or

☐ (c) an Unrestricted Definitive Note,

in accordance with the terms of the Indenture.

EXHIBIT C

FORM OF CERTIFICATE OF EXCHANGE

Qorvo, Inc.
7628 Thorndike Road
Greensboro, NC 27409
Facsimile: (910) 475-8535
Attention: Mark J. Murphy

MUFG Union Bank, N.A.
1251 Avenue of the Americas, 19th Floor
New York, New York 10020
Facsimile: (646) 452-2000
Attention: Corporate Trust

Re: 3.375% Senior Notes due 2031

Reference is hereby made to the Indenture, dated as of September 29, 2020 (the "Indenture"), among Qorvo, Inc., a Delaware corporation (the "Company"), the Subsidiary Guarantors, and MUFG Union Bank, N.A., as Trustee. Capitalized terms used but not defined herein shall have the meanings given to them in the Indenture.

_____ (the "Owner") owns and proposes to exchange the 3.375% Senior Notes due 2031 (the "Notes") of the Company or interest in such Note[s] specified herein, in the principal amount of $_____ in such Note[s] or interests (the "Exchange"). In connection with the Exchange, the Owner hereby certifies that:

1. Exchange of Restricted Definitive Notes or Beneficial Interests in a Restricted Global Note for Unrestricted Definitive Notes or Beneficial Interests in an Unrestricted Global Note

☐ (a) Check if Exchange is from beneficial interest in a Restricted Global Note to beneficial interest in an Unrestricted Global Note. In connection with the Exchange of the Owner's beneficial interest in a Restricted Global Note for a beneficial interest in an Unrestricted Global Note in an equal principal amount, the Owner hereby certifies (i) the beneficial interest is being acquired for the Owner's own account without transfer, (ii) such Exchange has been effected in compliance with the transfer restrictions applicable to the Global Notes and pursuant to and in accordance with the United States Securities Act of 1933, as amended (the "Securities Act"), (iii) the restrictions on transfer contained in the Indenture and the Private Placement Legend are not required in order to maintain compliance with the Securities Act and (iv) the beneficial interest in an Unrestricted Global Note is being acquired in compliance with any applicable blue sky securities laws of any state of the United States.

☐ (b) Check if Exchange is from beneficial interest in a Restricted Global Note to Unrestricted Definitive Note. In connection with the Exchange of the Owner's beneficial interest in a Restricted Global Note for an Unrestricted Definitive Note, the Owner hereby certifies (i) the Definitive Note is being acquired for the Owner's own account without transfer, (ii) such Exchange has been effected in compliance with the transfer restrictions applicable to the Restricted Global Notes and pursuant to and in accordance with the Securities Act, (iii) the restrictions on transfer contained in the Indenture and the Private Placement Legend are not required in order to maintain compliance with the Securities Act and (iv) the Definitive Note is being acquired in compliance with any applicable blue sky securities laws of any state of the United States.

☐ (c) Check if Exchange is from Restricted Definitive Note to beneficial interest in an Unrestricted Global Note. In connection with the Owner's Exchange of a Restricted Definitive Note for a beneficial interest in an Unrestricted Global Note, the Owner hereby certifies (i) the beneficial interest is being acquired for the Owner's own account without transfer, (ii) such Exchange has been effected in compliance with the transfer restrictions applicable to Restricted Definitive Notes and pursuant to and in accordance with the Securities Act, (iii) the restrictions on transfer contained in the Indenture and the Private Placement Legend are not required in order to maintain compliance with the Securities Act and (iv) the beneficial interest is being acquired in compliance with any applicable blue sky securities laws of any state of the United States.

☐ (d) Check if Exchange is from Restricted Definitive Note to Unrestricted Definitive Note. In connection with the Owner's Exchange of a Restricted Definitive Note for an Unrestricted Definitive Note, the Owner hereby certifies (i) the Unrestricted Definitive Note is being acquired for the Owner's own account without transfer, (ii) such Exchange has been effected in compliance with the transfer restrictions applicable to Restricted Definitive Notes and pursuant to and in accordance with the Securities Act, (iii) the restrictions on transfer contained in the Indenture and the Private Placement Legend are not required in order to maintain compliance with the Securities Act and (iv) the Unrestricted Definitive Note is being acquired in compliance with any applicable blue sky securities laws of any state of the United States.

2. Exchange of Restricted Definitive Notes or Beneficial Interests in Restricted Global Notes for Restricted Definitive Notes or Beneficial Interests in Restricted Global Notes

☐ (a) Check if Exchange is from beneficial interest in a Restricted Global Note to Restricted Definitive Note. In connection with the Exchange of the Owner's beneficial interest in a Restricted Global Note for a Restricted Definitive Note with an equal principal amount, the Owner hereby certifies that the Restricted Definitive Note is being acquired for the Owner's own account without transfer. Upon consummation of the proposed Exchange in accordance with the terms of the Indenture, the Restricted Definitive Note issued will continue to be subject to the restrictions on transfer enumerated in the Private Placement Legend printed on the Restricted Definitive Note and in the Indenture and the Securities Act.

☐ (b) Check if Exchange is from Restricted Definitive Note to beneficial interest in a Restricted Global Note. In connection with the Exchange of the Owner's Restricted Definitive Note for a beneficial interest in the [CHECK ONE]:

☐ 144A Global Note

☐ Regulation S Global Note

with an equal principal amount, the Owner hereby certifies (i) the beneficial interest is being acquired for the Owner's own account without transfer and (ii) such Exchange has been effected in compliance with the transfer restrictions applicable to the Restricted Global Notes and pursuant to and in accordance with the Securities Act, and in compliance with any applicable blue sky securities laws of any state of the United States. Upon consummation of the proposed Exchange in accordance with the terms of the Indenture, the beneficial interest issued will be subject to the restrictions on transfer enumerated in the Private Placement Legend printed on the relevant Restricted Global Note and in the Indenture and the Securities Act.

This certificate and the statements contained herein are made for your benefit and the benefit of the Company.

Dated: _____

[Insert Name of Transferor]

By: _____
Name: _____
Title: _____

EXHIBIT D

[ ] SUPPLEMENTAL INDENTURE

[ ] SUPPLEMENTAL INDENTURE (this "[ ] Supplemental Indenture") dated as of [ ], among [GUARANTOR] (the "New Guarantor"), a subsidiary of Qorvo, Inc., a Delaware corporation (the "Company"), and MUFG Union Bank, N.A., as trustee under the indenture referred to below (the "Trustee").

W I T N E S S E T H :

WHEREAS the Company and certain subsidiaries of the Company listed in Schedule I attached hereto (the "Existing Guarantors") have heretofore executed and delivered to the Trustee an Indenture, dated as of September 29, 2020 (the "Indenture"), providing for the issuance of the Company's 3.375% Senior Notes due 2031 (the "Notes");

WHEREAS Section 4.18 of the Indenture provides that under certain circumstances the Company is required to cause the New Guarantor to execute and deliver to the Trustee a supplemental indenture pursuant to which the New Guarantor shall unconditionally guarantee all the Company's obligations under the Notes pursuant to a Subsidiary Guarantee on the terms and conditions set forth herein; and

WHEREAS pursuant to Section 9.01(a)(7) of the Indenture, the Trustee and the Company are authorized to execute and deliver this [ ] Supplemental Indenture without the consent of holders of the Notes;

NOW THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt of which is hereby acknowledged, the New Guarantor, the Company and the Trustee mutually covenant and agree for the equal and ratable benefit of the holders of the Notes as follows:

1. AGREEMENT TO GUARANTEE. The New Guarantor hereby agrees, jointly and severally with all the Existing Guarantors, to unconditionally guarantee the Company's obligations under the Notes on the terms and subject to the conditions set forth in Article Ten of the Indenture and to be bound by all other applicable provisions of the Indenture and the Notes.

2. RATIFICATION OF INDENTURE; SUPPLEMENTAL INDENTURES PART OF INDENTURE. Except as expressly amended hereby, the Indenture is in all respects ratified and confirmed and all the terms, conditions and provisions thereof shall remain in full force and effect. This [ ] Supplemental Indenture shall form a part of the Indenture for all purposes, and every holder of Notes heretofore or hereafter authenticated and delivered shall be bound hereby.

3. GOVERNING LAW. THIS [ ] SUPPLEMENTAL INDENTURE SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

4. TRUSTEE. The Trustee shall not be responsible in any manner whatsoever for or in respect of the validity or sufficiency of this [ ] Supplemental Indenture or the Subsidiary Guarantee for or in respect of the recitals contained herein, all of which recitals are made solely by the New Guarantor and the Company. All of the provisions contained in the Indenture in respect of the rights, privileges, protections, immunities, powers and duties of the Trustee shall be applicable in respect of this [ ] Supplemental Indenture as fully and with like force and effect as though fully set forth in full herein.

5. COUNTERPARTS. The parties may sign any number of copies of this [ ] Supplemental Indenture. Each signed copy shall be an original, but all of them together represent the same agreement. The exchange of copies of this [ ] Supplemental Indenture and of signature pages by facsimile or PDF transmission shall constitute effective execution and delivery of this [ ] Supplemental Indenture as to the parties hereto and may be used in lieu of the original [ ] Supplemental Indenture for all purposes. Signatures of the parties hereto transmitted by facsimile or PDF shall be deemed to be their original signatures for all purposes.

6. EFFECT OF HEADINGS. The Section headings herein are for convenience only and shall not effect the construction thereof.

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

[NEW GUARANTOR]

By: _____
Name: _____
Title: _____

QORVO, INC.

By: _____
Name: _____
Title: _____

MUFG UNION BANK, N.A., as Trustee

By: _____
Name: _____
Title: _____

Exhibit 4.14

QORVO, INC.,

EACH OF THE SUBSIDIARY GUARANTORS NAMED
ON THE SIGNATURE PAGES HERETO

and

COMPUTERSHARE TRUST COMPANY, N.A.,
as Trustee

SUPPLEMENTAL INDENTURE

Dated as of , 20

3.375% Senior Notes due 2031

TABLE OF CONTENTS

This SUPPLEMENTAL INDENTURE, dated as of , 20 (this "Supplemental Indenture"), is among Qorvo, Inc., a Delaware limited liability company (the "Company"), the Subsidiary Guarantors listed on Schedule A hereto (the "Subsidiary Guarantors") and Computershare Trust Company, N.A., as trustee (the "Trustee") under the Indenture referred to below;

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

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

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

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

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

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

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

ARTICLE I

DEFINITIONS

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

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

ARTICLE II

AMENDMENTS

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

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

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

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

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

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

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

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

ARTICLE III

MISCELLANEOUS

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

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

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

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

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

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

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

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

[Signature pages follow.]

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

QORVO, INC.

By: _____
Name: Grant Brown
Title: Senior Vice President and Chief Financial Officer

Amalfi Semiconductor, Inc.
as a Subsidiary Guarantor

By: _____
Name:
Title:

Qorvo Oregon Inc.
as a Subsidiary Guarantor

By: _____
Name:
Title:

Qorvo US, Inc.
as a Subsidiary Guarantor

By: _____
Name:
Title:

Qorvo Texas, LLC
as a Subsidiary Guarantor

By: Qorvo US, Inc.,
its member

By: _____
Name:
Title:

RFMD, LLC
as a Subsidiary Guarantor

By: _____
Name:
Title:

COMPUTERSHARE TRUST COMPANY, N.A.
as Trustee

By: _____
Name:
Title:

SCHEDULE A

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

Exhibit 5.1

SKADDEN, ARPS, SLATE, MEAGHER & FLOM LLP
ONE MANHATTAN WEST
NEW YORK, NY 10001

TEL: (212) 735-3000
FAX: (212) 735-2000
www.skadden.com

May 20, 2026

Skyworks Solutions, Inc.
5260 California Avenue
Irvine, California 92617

RE: Skyworks Solutions, Inc.
Registration Statement on Form S-4

Ladies and Gentlemen:

We have acted as special United States counsel to Skyworks Solutions, Inc., a Delaware corporation (the "Company"), in connection with the filing by the Company with the Securities and Exchange Commission (the "Commission") of a registration statement on Form S-4 (including the prospectus contained therein, the "Registration Statement") relating to the registration under the Securities Act of 1933 (the "Securities Act") of the public offering of (i) up to $850,000,000 aggregate principal amount of the Company's 4.375% Senior Notes due 2029 (the "New 2029 Skyworks Notes") and (ii) up to $700,000,000 aggregate principal amount of the Company's 3.375% Senior Notes due 2031 (the "New 2031 Skyworks Notes" and, together with the New 2029 Skyworks Notes, the "Securities"), to be issued under an indenture (the "Base Indenture"), between the Company and U.S. Bank Trust Company, National Association, as trustee (in such capacity, the "Trustee"), to be supplemented by a supplemental indenture, with respect to each series, between the Company and the Trustee (each, a "Supplemental Indenture" and, together with the Base Indenture, the "Indenture").

The Securities are to be issued pursuant to offers to exchange (together with the related consent solicitations, the "Offers") (i) up to $850,000,000 aggregate principal amount of New 2029 Skyworks Notes for any and all outstanding 4.375% Senior Notes due 2029 (the "2029 Qorvo Notes") issued by Qorvo, Inc. ("Qorvo") and (ii) up to $700,000,000 aggregate principal amount of New 2031 Skyworks Notes for any and all outstanding 3.375% Senior Notes due 2031 (together with the 2029 Qorvo Notes, the "Qorvo Notes") by Qorvo.

This opinion letter is being furnished in accordance with the requirements of Item 601(b)(5) of Regulation S-K under the Securities Act.

In rendering the opinion stated herein, we have examined and relied upon the following:

(a) the Registration Statement;

(b) an executed copy of the Dealer Manager Agreement, dated May 20, 2026, by and between the Company and Goldman Sachs & Co. LLC (the "Dealer Manager Agreement");

(c) the form of the Base Indenture;

(d) the form of each Supplemental Indenture;

(e) the form of global certificates evidencing each series of Securities to be registered in the name of Cede & Co. (the "Note Certificates");

(f) an executed copy of a certificate of Robert J. Terry, Senior Vice President, General Counsel and Secretary of the Company, dated the date hereof (the "Secretary's Certificate");

(g) a copy of the Company's Restated Certificate of Incorporation, certified by the Secretary of State of the State of Delaware as of May 19, 2026, and certified pursuant to the Secretary's Certificate as being in effect on the date of the resolutions referred to below and as of the date hereof;

(h) a copy of the Company's Fourth Amended and Restated By-laws, certified pursuant to the Secretary's Certificate as being in effect on the date of the resolutions referred to below and as of the date hereof; and

(i) a copy of certain resolutions of the Board of Directors of the Company, adopted on May 13, 2026, certified pursuant to the Secretary's Certificate.

We have also examined originals or copies, certified or otherwise identified to our satisfaction, of such records of the Company and such agreements, certificates and receipts of public officials, certificates of officers or other representatives of the Company and others, and such other documents as we have deemed necessary or appropriate as a basis for the opinions stated below.

In our examination, we have assumed the genuineness of all signatures, including electronic signatures, the legal capacity and competency of all natural persons, the authenticity of all documents submitted to us as originals, the conformity to original documents of all documents submitted to us as facsimile, electronic, certified or photocopied copies, and the authenticity of the originals of such copies. As to any facts relevant to the opinions stated herein that we did not independently establish or verify, we have relied upon statements and representations of officers and other representatives of the Company and others and of public officials, including the facts and conclusions set forth in the Secretary's Certificate and the factual representations and warranties contained in the Dealer Manager Agreement.

We do not express any opinion with respect to the laws of any jurisdiction other than (i) the laws of the State of New York and (ii) the General Corporation Law of the State of Delaware (the "DGCL") (all of the foregoing being referred to as "Opined-on Law").

As used herein, "Transaction Documents" means the Dealer Manager Agreement, the Indenture and the Note Certificates.

Based upon the foregoing and subject to the qualifications and assumptions stated herein, we are of the opinion that the Note Certificates have been duly authorized by all requisite corporate action on the part of the Company and, when the Note Certificates have been duly executed by the Company under the DGCL and duly authenticated by the Trustee and issued and delivered by the Company upon consummation of the Offers against receipt of the Qorvo Notes to be surrendered in exchange therefor in accordance with the terms of the Offers, the Note Certificates will constitute valid and binding obligations of the Company, enforceable against the Company in accordance with their terms under the laws of the State of New York.

The opinions stated herein are subject to the following assumptions and qualifications:

(a) we do not express any opinion with respect to the effect on the opinions stated herein of any bankruptcy, insolvency, reorganization, moratorium, fraudulent transfer, preference and other similar laws or governmental orders affecting creditors' rights generally, and the opinions stated herein are limited by such laws and governmental orders and by general principles of equity (regardless of whether enforcement is sought in equity or at law);

(b) we do not express any opinion with respect to any law, rule, regulation or order that is applicable to any party to any of the Transaction Documents or the transactions contemplated thereby solely because such law, rule, regulation or order is part of a regulatory regime applicable to any such party or any of its affiliates as a result of the specific assets or business operations of such party or such affiliates;

(c) except to the extent expressly stated in the opinions contained herein, we have assumed that each of the Transaction Documents constitutes the valid and binding obligation of each party to such Transaction Document, enforceable against such party in accordance with its terms;

(d) we do not express any opinion with respect to the enforceability of any provision contained in any Transaction Document relating to any indemnification, contribution, non-reliance, exculpation, release, limitation or exclusion of remedies, waiver or other provisions having similar effect that may be contrary to public policy or violative of federal or state securities laws, rules, regulations or orders, or to the extent any such provision purports to waive or alter, or has the effect of waiving or altering, any statute of limitations;

(e) we do not express any opinion whether the execution or delivery of any Transaction Document by the Company, or the performance by the Company of its obligations under any Transaction Document will constitute a violation of, or a default under, any covenant, restriction or provision with respect to financial ratios or tests or any aspect of the financial condition or results of operations of the Company or any of its subsidiaries;

(f) the opinions stated herein are limited to the agreements and documents specifically identified in the opinions contained herein (the "Specified Documents") without regard to any agreement or other document referenced in any Specified Document (including agreements or other documents incorporated by reference or attached or annexed thereto) and without regard to any other agreement or document relating to any Specified Document that is not a Transaction Document;

(g) this opinion letter shall be interpreted in accordance with customary practice of United States lawyers who regularly give opinions in transactions of this type;

(h) we have assumed that the Base Indenture and the Supplemental Indentures will be executed and delivered by the parties thereto in substantially the form reviewed by us;

(i) subsequent to the effectiveness of the Indenture and immediately prior to the effectiveness of Supplemental Indentures, the Indenture has not been amended, restated, supplemented or otherwise modified in any way that affects or relates to the Note Certificates other than by the applicable Transaction Documents relating to such series of Securities;

(j) we do not express any opinion with respect to the enforceability of any Transaction Document to the extent that any Transaction Document purports to bind the Company to the exclusive jurisdiction of any particular federal court or courts;

(k) we call to your attention that irrespective of the agreement of the parties to any Transaction Document, a court may decline to hear a case on grounds of forum non conveniens or other doctrine limiting the availability of such court as a forum for resolution of disputes; in addition, we call to your attention that we do not express any opinion with respect to the subject matter jurisdiction of the federal courts of the United States of America in any action arising out of or relating to any Transaction Document; and

(l) to the extent that any opinion relates to the enforceability of the choice of New York law and choice of New York forum provisions contained in any Transaction Document, the opinions stated herein are subject to the qualification that such enforceability may be subject to, in each case, (i) the exceptions and limitations in New York General Obligations Law Sections 5-1401 and 5-1402 and (ii) principles of comity and constitutionality.

In addition, in rendering the foregoing opinions we have also assumed that, at all applicable times:

(a) neither the execution and delivery by the Company of the Transaction Documents nor the performance by the Company of its obligations thereunder, including the issuance and sale of each series of the Securities: (i) constituted or will constitute a violation of, or a default under, any lease, indenture, agreement or other instrument to which the Company or its property is subject (except that we do not make the assumption set forth in this clause (i) with respect to those agreements or instruments expressed to be governed by the laws of the State of New York which are listed in Part II of the Registration Statement or the Company's Annual Report on Form 10-K for the year ended October 3, 2025), (ii) contravened or will contravene any order or decree of any governmental authority to which the Company or its properties is subject, or (iii) violated or will violate any law, rule or regulation to which the Company or its properties is subject (except that we do not make the assumption set forth in this clause (iii) with respect to the Opined-on Law); and

(b) neither the execution and delivery by the Company of the Transaction Documents nor the performance by the Company of its obligations thereunder, including the issuance and sale of each series of Securities, required or will require the consent, approval, licensing or authorization of, or any filing, recording or registration with, any governmental authority under any law, rule or regulation of any jurisdiction.

We hereby consent to the reference to our firm under the heading "Legal Matters" in the prospectus forming part of the Registration Statement. In giving this consent, we do not thereby admit that we are within the category of persons whose consent is required under Section 7 of the Securities Act or the General Rules and Regulations under the Securities Act. This opinion letter is expressed as of the date hereof unless otherwise expressly stated, and we disclaim any undertaking to advise you of any subsequent changes in the facts stated or assumed herein or of any subsequent changes in applicable laws.

Very truly yours,

/s/ Skadden, Arps, Slate, Meagher & Flom LLP

Exhibit 23.2

Consent of Independent Registered Public Accounting Firm

We consent to the use of our report dated November 7, 2025, with respect to the consolidated financial statements of Skyworks Solutions, Inc., and the effectiveness of internal control over financial reporting, incorporated herein by reference, and to the reference to our firm under the heading "Experts" in the prospectus.

/s/ KPMG LLP

Irvine, California
May 20, 2026

Exhibit 23.3

Consent of Independent Registered Public Accounting Firm

We consent to the reference to our firm under the caption "Experts" in the Registration Statement (Form S-4) and related Prospectus/Offers to Exchange of Skyworks Solutions, Inc. for the offers to exchange any and all outstanding notes issued by Qorvo, Inc. for new notes issued by Skyworks Solutions, Inc. and to the incorporation by reference therein of our reports dated May 8, 2026, with respect to the consolidated financial statements of Qorvo, Inc. and subsidiaries, and the effectiveness of internal control over financial reporting of Qorvo, Inc. and subsidiaries, included in Skyworks Solutions, Inc.'s Current Report on Form 8-K dated May 20, 2026, filed with the Securities and Exchange Commission.

/s/ Ernst & Young LLP

Charlotte, North Carolina
May 20, 2026

Exhibit 25.1

SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM T-1

STATEMENT OF ELIGIBILITY UNDER
THE TRUST INDENTURE ACT OF 1939 OF A
CORPORATION DESIGNATED TO ACT AS TRUSTEE
Check if an Application to Determine Eligibility of
a Trustee Pursuant to Section 305(b)(2) ☐

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION

(Exact name of Trustee as specified in its charter)

91-1821036
I.R.S. Employer Identification No.

200 South 6th Street Minneapolis, Minnesota	55402
(Address of principal executive offices)	(Zip Code)

Bradley E. Scarbrough
U.S. Bank Trust Company, National Association
633 West 5th Street, 24th Floor
Los Angeles, CA 90071
(213) 615-6047
(Name, address and telephone number of agent for service)

Skyworks Solutions, Inc.

(Issuer with respect to the Securities)

Delaware	04-2302115
(State or other jurisdiction of incorporation or organization)	(I.R.S. Employer Identification No.)

5260 California Avnue Irvine, California	92617
(Address of Principal Executive Offices)	(Zip Code)

Debt Securities

(Title of the Indenture Securities)

FORM T-1

Item 1. **GENERAL INFORMATION.** Furnish the following information as to the Trustee.

a) *Name and address of each examining or supervising authority to which it is subject.*
Comptroller of the Currency
Washington, D.C.

b) *Whether it is authorized to exercise corporate trust powers.*
Yes

Item 2. **AFFILIATIONS WITH THE OBLIGOR.** *If the obligor is an affiliate of the Trustee, describe each such affiliation.*
None

Items 3-15 *Items 3-15 are not applicable because to the best of the Trustee's knowledge, the obligor is not in default under any Indenture for which the Trustee acts as Trustee.*

Item 16. **LIST OF EXHIBITS:** *List below all exhibits filed as a part of this statement of eligibility and qualification.*

1. A copy of the Articles of Association of the Trustee, attached as Exhibit 1.
2. A copy of the certificate of authority of the Trustee to commence business, attached as Exhibit 2.
3. A copy of the authorization of the Trustee to exercise corporate trust powers, included as Exhibit 2.
4. A copy of the existing bylaws of the Trustee, attached as Exhibit 4.
5. A copy of each Indenture referred to in Item 4. Not applicable.
6. The consent of the Trustee required by Section 321(b) of the Trust Indenture Act of 1939, attached as Exhibit 6.
7. Report of Condition of the Trustee as of March 31, 2026, published pursuant to law or the requirements of its supervising or examining authority, attached as Exhibit 7.

SIGNATURE

Pursuant to the requirements of the Trust Indenture Act of 1939, as amended, the Trustee, U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, a national banking association organized and existing under the laws of the United States of America, has duly caused this statement of eligibility and qualification to be signed on its behalf by the undersigned, thereunto duly authorized, all in the City of Los Angeles, State of California on the 20th of May, 2026.

By: /s/ Bradley E. Scarbrough
Bradley E. Scarbrough
Vice President

Exhibit 1

ARTICLES OF ASSOCIATION
OF
U. S. BANK TRUST COMPANY, NATIONAL ASSOCIATION

For the purpose of organizing an association (the "Association") to perform any lawful activities of national banks, the undersigned enter into the following Articles of Association:

FIRST. The title of this Association shall be U. S. Bank Trust Company, National Association.

SECOND. The main office of the Association shall be in the city of Portland, county of Multnomah, state of Oregon. The business of the Association will be limited to fiduciary powers and the support of activities incidental to the exercise of those powers. The Association may not expand or alter its business beyond that stated in this article without the prior approval of the Comptroller of the Currency.

THIRD. The board of directors of the Association shall consist of not less than five nor more than twenty-five persons, the exact number to be fixed and determined from time to time by resolution of a majority of the full board of directors or by resolution of a majority of the shareholders at any annual or special meeting thereof. Each director shall own common or preferred stock of the Association or of a holding company owning the Association, with an aggregate par, fair market, or equity value of not less than $1,000, as of either (i) the date of purchase, (ii) the date the person became a director, or (iii) the date of that person's most recent election to the board of directors, whichever is more recent. Any combination of common or preferred stock of the Association or holding company may be used.

Any vacancy in the board of directors may be filled by action of a majority of the remaining directors between meetings of shareholders. The board of directors may increase the number of directors up to the maximum permitted by law. Terms of directors, including directors selected to fill vacancies, shall expire at the next regular meeting of shareholders at which directors are elected, unless the directors resign or are removed from office. Despite the expiration of a director's term, the director shall continue to serve until his or her successor is elected and qualified or until there is a decrease in the number of directors and his or her position is eliminated.

Honorary or advisory members of the board of directors, without voting power or power of final decision in matters concerning the business of the Association, may be appointed by resolution of a majority of the full board of directors, or by resolution of shareholders at any annual or special meeting. Honorary or advisory directors shall not be counted to determined the number of directors of the Association or the presence of a quorum in connection with any board action, and shall not be required to own qualifying shares.

FOURTH. There shall be an annual meeting of the shareholders to elect directors and transact whatever other business may be brought before the meeting. It shall be held at the main office or any other convenient place the board of directors may designate, on the day of each year specified therefor in the Bylaws, or if that day falls on a legal holiday in the state in which the Association is located, on the next following banking day. If no election is held on the day fixed or in the event of a legal holiday on the following banking day, an election may be held on any subsequent day within 60 days of the day fixed, to be designated by the board of directors, or, if the directors fail to fix the day, by shareholders representing two-thirds of the shares issued and outstanding. In all cases, at least 10 days' advance notice of the meeting shall be given to the shareholders by first-class mail.

In all elections of directors, the number of votes each common shareholder may cast will be determined by multiplying the number of shares he or she owns by the number of directors to be elected. Those votes may be cumulated and cast for a single candidate or may be distributed among two or more candidates in the manner selected by the shareholder. On all other questions, each common shareholder shall be entitled to one vote for each share of stock held by him or her.

A director may resign at any time by delivering written notice to the board of directors, its chairperson, or to the Association, which resignation shall be effective when the notice is delivered unless the notice specifies a later effective date.

A director may be removed by the shareholders at a meeting called to remove him or her, when notice of the meeting stating that the purpose or one of the purposes is to remove him or her is provided, if there is a failure to fulfill one of the affirmative requirements for qualification, or for cause; provided, however, that a director may not be removed if the number of votes sufficient to elect him or her under cumulative voting is voted against his or her removal.

FIFTH. The authorized amount of capital stock of the Association shall be 1,000,000 shares of common stock of the par value of ten dollars ($10) each; but said capital stock may be increased or decreased from time to time, according to the provisions of the laws of the United States. The Association shall have only one class of capital stock.

No holder of shares of the capital stock of any class of the Association shall have any preemptive or preferential right of subscription to any shares of any class of stock of the Association, whether now or hereafter authorized, or to any obligations convertible into stock of the Association, issued, or sold, nor any right of subscription to any thereof other than such, if any, as the board of directors, in its discretion, may from time to time determine and at such price as the board of directors may from time to time fix.

Transfers of the Association's stock are subject to the prior written approval of a federal depository institution regulatory agency. If no other agency approval is required, the approval of the Comptroller of the Currency must be obtained prior to any such transfers.

Unless otherwise specified in the Articles of Association or required by law, (1) all matters requiring shareholder action, including amendments to the Articles of Association must be approved by shareholders owning a majority voting interest in the outstanding voting stock, and (2) each shareholder shall be entitled to one vote per share.

Unless otherwise specified in the Articles of Association or required by law, all shares of voting stock shall be voted together as a class, on any matters requiring shareholder approval.

Unless otherwise provided in the Bylaws, the record date for determining shareholders entitled to notice of and to vote at any meeting is the close of business on the day before the first notice is mailed or otherwise sent to the shareholders, provided that in no event may a record date be more than 70 days before the meeting.

The Association, at any time and from time to time, may authorize and issue debt obligations, whether subordinated, without the approval of the shareholders. Obligations classified as debt, whether subordinated, which may be issued by the Association without the approval of shareholders, do not carry voting rights on any issue, including an increase or decrease in the aggregate number of the securities, or the exchange or reclassification of all or part of securities into securities of another class or series.

SIXTH. The board of directors shall appoint one of its members president of this Association and one of its members chairperson of the board and shall have the power to appoint one or more vice presidents, a secretary who shall keep minutes of the directors' and shareholders' meetings and be responsible for authenticating the records of the Association, and such other officers and employees as may be required to transact the business of this Association. A duly appointed officer may appoint one or more officers or assistant officers if authorized by the board of directors in accordance with the Bylaws.

The board of directors shall have the power to:

(1) Define the duties of the officers, employees, and agents of the Association.

(2) Delegate the performance of its duties, but not the responsibility for its duties, to the officers, employees, and agents of the Association.

(3) Fix the compensation and enter employment contracts with its officers and employees upon reasonable terms and conditions consistent with applicable law.

(4) Dismiss officers and employees.

(5) Require bonds from officers and employees and to fix the penalty thereof.

(6) Ratify written policies authorized by the Association's management or committees of the board.

(7) Regulate the manner any increase or decrease of the capital of the Association shall be made; provided that nothing herein shall restrict the power of shareholders to increase or decrease the capital of the Association in accordance with law, and nothing shall raise or lower from two-thirds the percentage required for shareholder approval to increase or reduce the capital.

(8) Manage and administer the business and affairs of the Association.

(9) Adopt initial Bylaws, not inconsistent with law or the Articles of Association, for managing the business and regulating the affairs of the Association.

(10) Amend or repeal Bylaws, except to the extent that the Articles of Association reserve this power in whole or in part to the shareholders.

(11) Make contracts.

(12) Generally perform all acts that are legal for a board of directors to perform.

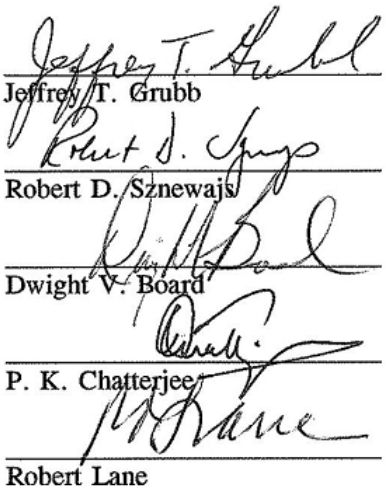
SEVENTH. The board of directors shall have the power to change the location of the main office to any authorized branch within the limits of the city of Portland, Oregon, without the approval of the shareholders, or with a vote of shareholders owning two-thirds of the stock of the Association for a location outside such limits and upon receipt of a certificate of approval from the Comptroller of the Currency, to any other location within or outside the limits of the city of Portland, Oregon, but not more than thirty miles beyond such limits. The board of directors shall have the power to establish or change the location of any office or offices of the Association to any other location permitted under applicable law, without approval of shareholders, subject to approval by the Comptroller of the Currency.

EIGHTH. The corporate existence of this Association shall continue until termination according to the laws of the United States.

NINTH. The board of directors of the Association, or any shareholder owning, in the aggregate, not less than 25 percent of the stock of the Association, may call a special meeting of shareholders at any time. Unless otherwise provided by the Bylaws or the laws of the United States, or waived by shareholders, a notice of the time, place, and purpose of every annual and special meeting of the shareholders shall be given by first-class mail, postage prepaid, mailed at least 10, and no more than 60, days prior to the date of the meeting to each shareholder of record at his/her address as shown upon the books of the Association. Unless otherwise provided by the Bylaws, any action requiring approval of shareholders must be effected at a duly called annual or special meeting.

TENTH. These Articles of Association may be amended at any regular or special meeting of the shareholders by the affirmative vote of the holders of a majority of the stock of the Association, unless the vote of the holders of a greater amount of stock is required by law, and in that case by the vote of the holders of such greater amount; provided, that the scope of the Association's activities and services may not be expanded without the prior written approval of the Comptroller of the Currency. The Association's board of directors may propose one or more amendments to the Articles of Association for submission to the shareholders.

In witness whereof, we have hereunto set our hands this 11th of June, 1997.



Jeffrey T. Grubb

Robert D. Sznewajs

Dwight V. Board

P. K. Chatterjee

Robert Lane

Exhibit 2

Office of the Comptroller of the Currency

Washington, DC 20219

CERTIFICATE OF CORPORATE EXISTENCE AND FIDUCIARY POWERS

I, Jonathan Gould, Comptroller of the Currency, do hereby certify that:

1. The Comptroller of the Currency, pursuant to Revised Statutes 324, et seq, as amended, and 12 USC 1, et seq, as amended, has possession, custody, and control of all records pertaining to the chartering, regulation, and supervision of all national banking associations.

2. "U.S. Bank Trust Company, National Association," Portland, Oregon (Charter No. 23412), is a national banking association formed under the laws of the United States and is authorized thereunder to transact the business of banking and exercise fiduciary powers on the date of this certificate.

IN TESTIMONY WHEREOF, today, March 27, 2026, I have hereunto subscribed my name and caused my seal of office to be affixed to these presents at the U.S. Department of the Treasury, in the City of Washington, District of Columbia.

Comptroller of the Currency

CURRENCY BUREAU SEAL OF THE Comptroller OF THE CURRENCY TREASURY DEPARTMENT

2026-00886-C

Exhibit 4

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION

AMENDED AND RESTATED BYLAWS

ARTICLE I
Meetings of Shareholders

Section 1.1. Annual Meeting. The annual meeting of the shareholders, for the election of directors and the transaction of any other proper business, shall be held at a time and place as the Chairman or President may designate. Notice of such meeting shall be given not less than ten (10) days or more than sixty (60) days prior to the date thereof, to each shareholder of the Association, unless the Office of the Comptroller of the Currency (the "OCC") determines that an emergency circumstance exists. In accordance with applicable law, the sole shareholder of the Association is permitted to waive notice of the meeting. If, for any reason, an election of directors is not made on the designated day, the election shall be held on some subsequent day, as soon thereafter as practicable, with prior notice thereof. Failure to hold an annual meeting as required by these Bylaws shall not affect the validity of any corporate action or work a forfeiture or dissolution of the Association.

Section 1.2. Special Meetings. Except as otherwise specially provided by law, special meetings of the shareholders may be called for any purpose, at any time by a majority of the board of directors (the "Board"), or by any shareholder or group of shareholders owning at least ten percent of the outstanding stock.

Every such special meeting, unless otherwise provided by law, shall be called upon not less than ten (10) days nor more than sixty (60) days prior notice stating the purpose of the meeting.

Section 1.3. Nominations for Directors. Nominations for election to the Board may be made by the Board or by any shareholder.

Section 1.4. Proxies. Shareholders may vote at any meeting of the shareholders by proxies duly authorized in writing. Proxies shall be valid only for one meeting and any adjournments of such meeting and shall be filed with the records of the meeting.

Section 1.5. Record Date. The record date for determining shareholders entitled to notice and to vote at any meeting will be thirty days before the date of such meeting, unless otherwise determined by the Board.

Section 1.6. Quorum and Voting. A majority of the outstanding capital stock, meeting of shareholders, unless otherwise provided by law, but less than a quorum may adjourn any meeting, from time to time, and the meeting may be held as adjourned without further notice. A majority of the votes cast shall decide every question or matter submitted to the shareholders at any meeting, unless otherwise provided by law or by the Articles of Association.

Section 1.7. Inspectors. The Board may, and in the event of its failure so to do, the Chairman of the Board may appoint Inspectors of Election who shall determine the presence of quorum, the validity of proxies, and the results of all elections and all other matters voted upon by shareholders at all annual and special meetings of shareholders.

Section 1.8. Waiver and Consent. The shareholders may act without notice or a meeting by a unanimous written consent by all shareholders.

Section 1.9. Remote Meetings. The Board shall have the right to determine that a shareholder meeting not be held at a place, but instead be held solely by means of remote communication in the manner and to the extent permitted by the General Corporation Law of the State of Delaware.

ARTICLE II
Directors

Section 2.1. Board of Directors. The Board shall have the power to manage and administer the business and affairs of the Association. Except as expressly limited by law, all corporate powers of the Association shall be vested in and may be exercised by the Board.

Section 2.2. Term of Office. The directors of this Association shall hold office for one year and until their successors are duly elected and qualified, or until their earlier resignation or removal.

Section 2.3. Powers. In addition to the foregoing, the Board shall have and may exercise all of the powers granted to or conferred upon it by the Articles of Association, the Bylaws and by law.

Section 2.4. Number. As provided in the Articles of Association, the Board of this Association shall consist of no less than five nor more than twenty-five members, unless the OCC has exempted the Association from the twenty-five-member limit. The Board shall consist of a number of members to be fixed and determined from time to time by resolution of the Board or the shareholders at any meeting thereof, in accordance with the Articles of Association. Between meetings of the shareholders held for the purpose of electing directors, the Board by a majority vote of the full Board may increase the size of the Board but not to more than a total of twenty-five directors, and fill any vacancy so created in the Board; provided that the Board may increase the number of directors only by up to two directors, when the number of directors last elected by shareholders was fifteen or fewer, and by up to four directors, when the number of directors last elected by shareholders was sixteen or more. Each director shall own a qualifying equity interest in the Association or a company that has control of the Association in each case as required by applicable law. Each director shall own such qualifying equity interest in his or her own right and meet any minimum threshold ownership required by applicable law.

Section 2.5. Organization Meeting. The newly elected Board shall meet for the purpose of organizing the new Board and electing and appointing such officers of the Association as may be appropriate. Such meeting shall be held on the day of the election or as soon thereafter as practicable, and, in any event, within thirty days thereafter, at such time and place as the Chairman or President may designate. If, at the time fixed for such meeting, there shall not be a quorum present, the directors present may adjourn the meeting until a quorum is obtained.

Section 2.6. Regular Meetings. The regular meetings of the Board shall be held, without notice, as the Chairman or President may designate and deem suitable.

Section 2.7. Special Meetings. Special meetings of the Board may be called at any time, at any place and for any purpose by the Chairman of the Board or the President of the Association, or upon the request of a majority of the entire Board. Notice of every special meeting of the Board shall be given to the directors at their usual places of business, or at such other addresses as shall have been furnished by them for the purpose. Such notice shall be given at least twelve hours (three hours if meeting is to be conducted by conference telephone) before the meeting by telephone or by being personally delivered, mailed, or electronically delivered. Such notice need not include a statement of the business to be transacted at, or the purpose of, any such meeting.

Section 2.8. Quorum and Necessary Vote. A majority of the directors shall constitute a quorum at any meeting of the Board, except when otherwise provided by law; but less than a quorum may adjourn any meeting, from time to time, and the meeting may be held as adjourned without further notice. Unless otherwise provided by law or the Articles or Bylaws of this Association, once a quorum is established, any act by a majority of those directors present and voting shall be the act of the Board.

Section 2.9. Written Consent. Except as otherwise required by applicable laws and regulations, the Board may act without a meeting by a unanimous written consent by all directors, to be filed with the Secretary of the Association as part of the corporate records.

Section 2.10. Remote Meetings. Members of the Board, or of any committee thereof, may participate in a meeting of such Board or committee by means of conference telephone, video or similar communications equipment by means of which all persons participating in the meeting can hear each other and such participation shall constitute presence in person at such meeting.

Section 2.11. Vacancies. When any vacancy occurs among the directors, the remaining members of the Board may appoint a director to fill such vacancy at any regular meeting of the Board, or at a special meeting called for that purpose.

ARTICLE III
Committees

Section 3.1. Advisory Board of Directors. The Board may appoint persons, who need not be directors, to serve as advisory directors on an advisory board of directors established with respect to the business affairs of either this Association alone or the business affairs of a group of affiliated organizations of which this Association is one. Advisory directors shall have such powers and duties as may be determined by the Board, provided, that the Board's responsibility for the business and affairs of this Association shall in no respect be delegated or diminished.

Section 3.2. Trust Audit Committee. At least once during each calendar year, the Association shall arrange for a suitable audit (by internal or external auditors) of all significant fiduciary activities under the direction of its trust audit committee, a function that will be fulfilled by the Audit Committee of the financial holding company that is the ultimate parent of this Association. The Association shall note the results of the audit (including significant actions taken as a result of the audit) in the minutes of the Board. In lieu of annual audits, the Association may adopt a continuous audit system in accordance with 12 C.F.R. § 9.9(b).

The Audit Committee of the financial holding company that is the ultimate parent of this Association, fulfilling the function of the trust audit committee:

(1) Must not include any officers of the Association or an affiliate who participate significantly in the administration of the Association's fiduciary activities; and

(2) Must consist of a majority of members who are not also members of any committee to which the Board has delegated power to manage and control the fiduciary activities of the Association.

Section 3.3. Executive Committee. The Board may appoint an Executive Committee which shall consist of at least three directors and which shall have, and may exercise, to the extent permitted by applicable law, all the powers of the Board between meetings of the Board or otherwise when the Board is not meeting.

Section 3.4. Trust Management Committee. The Board of this Association shall appoint a Trust Management Committee to provide oversight of the fiduciary activities of the Association. The Trust Management Committee shall determine policies governing fiduciary activities. The Trust Management Committee or such sub-committees, officers or others as may be duly designated by the Trust Management Committee shall oversee the processes related to fiduciary activities to assure conformity with fiduciary policies it establishes, including ratifying the acceptance and the closing out or relinquishment of all trusts. The Trust Management Committee will provide regular reports of its activities to the Board.

Section 3.5. Other Committees. The Board may appoint, from time to time, committees of one or more persons who need not be directors, for such purposes and with such powers as the Board may determine; however, the Board will not delegate to any committee any powers or responsibilities that it is prohibited from delegating under any law or regulation. In addition, either the Chairman or the President may appoint, from time to time, committees of one or more officers, employees, agents or other persons, for such purposes and with such powers as either the Chairman or the President deems appropriate and proper. Whether appointed by the Board, the Chairman, or the President, any such committee shall at all times be subject to the direction and control of the Board.

Section 3.6. Meetings, Minutes and Rules. An advisory board of directors and/or committee shall meet as necessary in consideration of the purpose of the advisory board of directors or committee, and shall maintain minutes in sufficient detail to indicate actions taken or recommendations made; unless required by the members, discussions, votes or other specific details need not be reported. An advisory board of directors or a committee may, in consideration of its purpose, adopt its own rules for the exercise of any of its functions or authority.

ARTICLE IV
Officers

Section 4.1 Who Shall Constitute. The Officers of the Association shall be a Chief Executive Officer, a President, a Secretary, and other officers such as Vice Chair, Executive Vice Presidents, Senior Vice Presidents, Vice Presidents, Assistant Vice Presidents, Assistant Secretaries, Trust Officers, Assistant Trust Officers, Controller, and Assistant Controller, as the Board may appoint from time to time. The Board may appoint or elect a person as a Vice Chair without regard to whether such person is a member of the Board. The Board may choose to delegate authority to elect officers other than the Chief Executive Officer, President, Secretary, Vice Chairs and Senior Executive Vice Presidents, to the President. Any person may hold two offices. The President shall at all times be a member of the Board of Directors.

Section 4.2 Term of Office. All officers shall be elected for and shall hold office until their respective successors are elected and qualified or until their earlier death, resignation, retirement, disqualification or removal from office, subject to the right of the Board of Directors in its sole discretion to discharge any officer at any time. The Board may choose to delegate authority to remove officers other than the Chairman, Chief Executive Officer, President, Secretary, Vice Chair and Senior Executive Vice Presidents, to the President.

Section 4.3. Chairman of the Board. The Board may appoint one of its members to be Chairman of the Board to serve at the pleasure of the Board. The Chairman shall supervise the carrying out of the policies adopted or approved by the Board; shall have general executive powers, as well as the specific powers conferred by these Bylaws; and shall also have and may exercise such powers and duties as from time to time may be conferred upon or assigned by the Board.

Section 4.4. President. The Board may appoint one of its members to be President of the Association. In the absence of the Chairman, the President shall preside at any meeting of the Board. The President shall have general executive powers, and shall have and may exercise any and all other powers and duties pertaining by law, regulation or practice, to the office of President, or imposed by these Bylaws. The President shall also have and may exercise such powers and duties as from time to time may be conferred or assigned by the Board.

Section 4.5. Vice President. The Board may appoint one or more Vice Presidents who shall have such powers and duties as may be assigned by the Board and to perform the duties of the President on those occasions when the President is absent, including presiding at any meeting of the Board in the absence of both the Chairman and President.

Section 4.6. Secretary. The Board shall appoint a Secretary, or other designated officer who shall be Secretary of the Board and of the Association, and shall keep accurate minutes of all meetings. The Secretary shall attend to the giving of all notices required by these Bylaws to be given; shall be custodian of the corporate seal, records, documents and papers of the Association; shall provide for the keeping of proper records of all transactions of the Association; shall, upon request, authenticate any records of the Association; shall have and may exercise any and all other powers and duties pertaining by law, regulation or practice, to the Secretary, or imposed by these Bylaws; and shall also perform such other duties as may be assigned from time to time by the Board. The Board may appoint one or more Assistant Secretaries with such powers and duties as the Board, the President or the Secretary shall from time to time determine.

Section 4.7. Other Officers. The Board may appoint, and may authorize the Chairman, the President or any other officer to appoint, any officer as from time to time may appear to the Board, the Chairman, the President or such other officer to be required or desirable to transact the business of the Association.

Such officers shall exercise such powers and perform such duties as pertain to their several offices, or as may be conferred upon or assigned to them by these Bylaws, the Board, the Chairman, the President or such other authorized officer. Any person may hold two offices.

ARTICLE V
Stock

Section 5.1. The Board may authorize the issuance of stock either in certificated or in uncertificated form. Certificates for shares of stock shall be in such form as the Board may from time to time prescribe. If the Board issues certificated stock, the certificate shall be signed by the President, Secretary or any other such officer as the Board so determines. Shares of stock shall be transferable on the books of the Association, and a transfer book shall be kept in which all transfers of stock shall be recorded. Every person becoming a shareholder by such transfer shall, in proportion to such person's shares, succeed to all rights of the prior holder of such shares. Each certificate of stock shall recite on its face that the stock represented thereby is transferable only upon the books of the Association properly endorsed. The Board may impose conditions upon the transfer of the stock reasonably calculated to simplify the work of the Association for stock transfers, voting at shareholder meetings, and related matters, and to protect it against fraudulent transfers.

ARTICLE VI
Corporate Seal

Section 6.1. The Association shall have no corporate seal; provided, however, that if the use of a seal is required by, or is otherwise convenient or advisable pursuant to, the laws or regulations of any jurisdiction, the following seal may be used, and the Chairman, the President, the Secretary and any Assistant Secretary shall have the authority to affix such seal:

ARTICLE VII
Miscellaneous Provisions

Section 7.1. Execution of Instruments. All agreements, checks, drafts, orders, indentures, notes, mortgages, deeds, conveyances, transfers, endorsements, assignments, certificates, declarations, receipts, discharges, releases, satisfactions, settlements, petitions, schedules, accounts, affidavits, bonds, undertakings, guarantees, proxies and other instruments or documents may be signed, countersigned, executed, acknowledged, endorsed, verified, delivered or accepted on behalf of the Association, whether in a fiduciary capacity or otherwise, by any officer of the Association, or such employee or agent as may be designated from time to time by the Board by resolution, or by the Chairman or the President by written instrument, which resolution or instrument shall be certified as in effect by the Secretary or an Assistant Secretary of the Association. The provisions of this section are supplementary to any other provision of the Articles of Association or Bylaws.

Section 7.2. Records. The Articles of Association, the Bylaws as revised or amended from time to time and the proceedings of all meetings of the shareholders, the Board, and standing committees of the Board, shall be recorded in appropriate minute books provided for the purpose. The minutes of each meeting shall be signed by the Secretary, or other officer appointed to act as Secretary of the meeting.

Section 7.3. Trust Files. There shall be maintained in the Association files all fiduciary records necessary to assure that its fiduciary responsibilities have been properly undertaken and discharged.

Section 7.4. Trust Investments. Funds held in a fiduciary capacity shall be invested according to the instrument establishing the fiduciary relationship and according to law. Where such instrument does not specify the character and class of investments to be made and does not vest in the Association a discretion in the matter, funds held pursuant to such instrument shall be invested in investments in which corporate fiduciaries may invest under law.

Section 7.5. Notice. Whenever notice is required by the Articles of Association, the Bylaws or law, such notice shall be by mail, postage prepaid, e-mail, in person, or by any other means by which such notice can reasonably be expected to be received, using the address of the person to receive such notice, or such other personal data, as may appear on the records of the Association.

Except where specified otherwise in these Bylaws, prior notice shall be proper if given not more than 30 days nor less than 10 days prior to the event for which notice is given.

ARTICLE VIII
Indemnification

Section 8.1. The Association shall indemnify such persons for such liabilities in such manner under such circumstances and to such extent as permitted by Section 145 of the Delaware General Corporation Law, as now enacted or hereafter amended. The Board may authorize the purchase and maintenance of insurance and/or the execution of individual agreements for the purpose of such indemnification, and the Association shall advance all reasonable costs and expenses (including attorneys' fees) incurred in defending any action, suit or proceeding to all persons entitled to indemnification under this Section 8.1. Such insurance shall be consistent with the requirements of 12 C.F.R. § 7.2014 and shall exclude coverage of liability for a formal order assessing civil money penalties against an institution-affiliated party, as defined at 12 U.S.C. § 1813(u).

Section 8.2. Notwithstanding Section 8.1, however, (a) any indemnification payments to an institution-affiliated party, as defined at 12 U.S.C. § 1813(u), for an administrative proceeding or civil action initiated by a federal banking agency, shall be reasonable and consistent with the requirements of 12 U.S.C. § 1828(k) and the implementing regulations thereunder; and (b) any indemnification payments and advancement of costs and expenses to an institution-affiliated party, as defined at 12 U.S.C. § 1813(u), in cases involving an administrative proceeding or civil action not initiated by a federal banking agency, shall be in accordance with Delaware General Corporation Law and consistent with safe and sound banking practices.

ARTICLE IX
Bylaws: Interpretation and Amendment

Section 9.1. These Bylaws shall be interpreted in accordance with and subject to appropriate provisions of law, and may be added to, altered, amended, or repealed, at any regular or special meeting of the Board.

Section 9.2. A copy of the Bylaws and all amendments shall at all times be kept in a convenient place at the principal office of the Association, and shall be open for inspection to all shareholders during Association hours.

ARTICLE X
Miscellaneous Provisions

Section 10.1. Fiscal Year. The fiscal year of the Association shall begin on the first day of January in each year and shall end on the thirty-first day of December following.

Section 10.2. Governing Law. This Association designates the Delaware General Corporation Law, as amended from time to time, as the governing law for its corporate governance procedures, to the extent not inconsistent with Federal banking statutes and regulations or bank safety and soundness.

***

(November 6, 2025)

Exhibit 6

CONSENT

In accordance with Section 321(b) of the Trust Indenture Act of 1939, the undersigned, U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION hereby consents that reports of examination of the undersigned by Federal, State, Territorial or District authorities may be furnished by such authorities to the Securities and Exchange Commission upon its request therefor.

Dated: May 20, 2026

By: /s/ Bradley E. Scarbrough
Bradley E. Scarbrough
Vice President

Exhibit 7

U.S. Bank Trust Company, National Association
Statement of Financial Condition
as of 3/31/2026

($000's)

		3/31/2026
Assets		
Cash and Balances Due From Depository Institutions	$	2,159,991
Securities		4,683
Federal Funds		0
Loans & Lease Financing Receivables		0
Fixed Assets		534
Intangible Assets		573,596
Other Assets		160,011
Total Assets	**$**	**2,898,815**
Liabilities		
Deposits	$	0
Fed Funds		0
Treasury Demand Notes		0
Trading Liabilities		0
Other Borrowed Money		0
Acceptances		0
Subordinated Notes and Debentures		0
Other Liabilities		221,704
Total Liabilities	**$**	**221,704**
Equity		
Common and Preferred Stock		200
Surplus		1,171,635
Undivided Profits		1,505,276
Minority Interest in Subsidiaries		0
Total Equity Capital	**$**	**2,677,111**
Total Liabilities and Equity Capital	**$**	**2,898,815**

Calculation of Filing Fee Tables

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SKYWORKS SOLUTIONS, INC.

Table 1: Newly Registered and Carry Forward Securities ☐Not Applicable

	Security Type	Security Class Title	Fee Calculation or Carry Forward Rule	Amount Registered	Proposed Maximum Offering Price Per Unit	Maximum Aggregate Offering Price	Fee Rate	Amount of Registration Fee	Carry Forward Form Type	Carry Forward File Number	Carry Forward Initial Effective Date	Filing Fee Previously Paid in Connection with Unsold Securities to be Carried Forward
Newly Registered Securities												
Fees to be Paid	Debt	4.375% Senior Notes due 2029	457(o)			$ 850,000,000.00	0.0001381	$ 117,385.00				
Fees to be Paid	Debt	3.375% Senior Notes due 2031	457(o)			$ 700,000,000.00	0.0001381	$ 96,670.00				
Fees Previously Paid												
Carry Forward Securities												
Carry Forward Securities												
			Total Offering Amounts:			$ 1,550,000,000.00		$ 214,055.00				
			Total Fees Previously Paid:					$ 0.00				
			Total Fee Offsets:					$ 0.00				
			Net Fee Due:					$ 214,055.00				

Table 2: Fee Offset Claims and Sources ☑Not Applicable

		Registrant or Filer Name	Form or Filing Type	File Number	Initial Filing Date	Filing Date	Fee Offset Claimed	Security Type Associated with Fee Offset Claimed	Security Title Associated with Fee Offset Claimed	Unsold Securities Associated with Fee Offset Claimed	Unsold Aggregate Offering Amount Associated with Fee Offset Claimed	Fee Paid with Fee Offset Source
Rules 457(b) and 0-11(a)(2)												
Fee Offset Claims												
Fee Offset Sources												
Rule 457(p)												
Fee Offset Claims												
Fee Offset Sources												

Table 3: Combined Prospectuses ☑Not Applicable

	Security Type	Security Class Title	Amount of Securities Previously Registered	Maximum Aggregate Offering Price of Securities Previously Registered	Form Type	File Number	Initial Effective Date