

F14 00005515

Florida Department of State
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MERGER OR SHARE EXCHANGE Qorvo US, Inc.

Certificate of Status	0
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3/17/17

ARTICLES OF MERGER

The following Articles of Merger are submitted in accordance with the Florida Business Corporation Act, pursuant to Section 607.1105, Florida Statutes.

1. The name and jurisdiction of the surviving corporation is Qorvo US, Inc., a Delaware corporation. The surviving corporation's Florida Department of State, Division of Corporations Document Number is F14000005515.

2. The name and jurisdiction of the merging corporation is Qorvo Florida, Inc., a Florida corporation. The merging corporation's Florida Department of State, Division of Corporations Document Number is 605429.

3. The Plan of Merger is attached to these Articles of Merger as Exhibit A.

4. The merger shall become effective at 11:59:59 p.m., Eastern Time, on April 1, 2017.

5. The Plan of Merger was adopted by the shareholders of the surviving corporation on March 10, 2017.

6. The Plan of Merger was adopted by the shareholders of the merging corporation on March 10, 2017.

[Signatures Follow on Next Page]

FILED
2017 MAR 16 AM 9:30
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

IN WITNESS WHEREOF, the undersigned have executed these Articles of Merger on
March 10, 2017.

QORVO US, INC.

By: _____


Robert A. Bruggeworth, President

QORVO FLORIDA, INC.

By: _____


James Klein, President

IN WITNESS WHEREOF, the undersigned have executed these Articles of Merger on
March 10, 2017.

QORVO US, INC.

By: _____
Robert A. Bruggeworth, President

QORVO FLORIDA, INC.

By:  _____
James Klein, President

Dawn Cardenas 800-432-3622

(06/11) 03/16/2017 01:51:27 PM H17000073687

EXHIBIT A
PLAN OF MERGER
[SEE ATTACHED]

[Signature Page to Articles of Merger]

**AGREEMENT AND PLAN OF MERGER
OF
QORVO FLORIDA, INC., A FLORIDA CORPORATION,
AND
QORVO US, INC., A DELAWARE CORPORATION**

THIS AGREEMENT AND PLAN OF MERGER (this "Agreement") is dated as of March 10, 2017, by and between Qorvo Florida, Inc., a Florida corporation ("Qorvo FL"), and Qorvo US, Inc., a Delaware corporation ("Qorvo US").

WITNESSETH:

WHEREAS, Qorvo US is the sole shareholder of Qorvo FL; and

WHEREAS, the Boards of Directors of Qorvo FL and Qorvo US believe that it is in the best interests of their respective companies and Qorvo, Inc., a Delaware corporation and the sole stockholder of Qorvo US, to merge Qorvo FL and Qorvo US into a single entity, with Qorvo US being the surviving entity; and

WHEREAS, the parties intend the transactions contemplated by this Agreement to qualify as a tax free liquidation pursuant to and in accordance with the terms of Section 332 of the Internal Revenue Code of 1986, as amended, and this Agreement shall constitute the plan of liquidation.

NOW, THEREFORE, in consideration of the mutual covenants, agreements and provisions hereinafter contained, and for the purpose of prescribing the terms and conditions of said merger and the mode of carrying the same into effect, Qorvo FL and Qorvo US have agreed and do hereby agree and covenant as follows:

**ARTICLE I
THE MERGER**

In accordance with the provisions of this Agreement and applicable law, Qorvo FL will be merged with and into Qorvo US (the "Merger"). The Merger will be effective at the time specified in the articles of merger to be filed with the Florida Department of State and the certificate of merger to be filed with the Secretary of State of the State of Delaware (the "Effective Time"). At the Effective Time, Qorvo FL shall cease to exist, and Qorvo US shall continue its corporate existence as a Delaware corporation (hereinafter sometimes referred to as the "Surviving Company"). The name, identity, rights, privileges, powers, franchises, properties and assets of Qorvo US shall continue unaffected and unimpaired by the Merger. At the Effective Time, the identity and separate existence of Qorvo FL shall cease, all of the rights, privileges, powers, franchises, properties and assets of Qorvo FL shall be vested in Qorvo US, and Qorvo US shall be subject to all of the liabilities and obligations of Qorvo FL.

ARTICLE II NAMES OF PARTIES

2.1 Names of the Merging Companies. The names of the companies planning to merge are "Qorvo Florida, Inc." and "Qorvo US, Inc."

2.2 Name of the Surviving Company. The name of the Surviving Company is "Qorvo US, Inc."

ARTICLE III CERTIFICATE OF INCORPORATION

The Certificate of Incorporation of Qorvo US, as in effect immediately prior to the Effective Time, shall be the Certificate of Incorporation of the Surviving Company in all respects until thereafter amended as provided therein and in accordance with applicable law.

ARTICLE IV BYLAWS

The Amended and Restated Bylaws of Qorvo US, as in effect immediately prior to the Effective Time, shall be the Bylaws of the Surviving Company in all respects until thereafter amended as provided therein and in accordance with applicable law.

ARTICLE V DIRECTORS AND OFFICERS

5.1 Directors of the Surviving Company. At and after the Effective Time, the directors of the Surviving Company shall consist of those persons who are serving as directors of Qorvo US immediately prior to the Effective Time.

5.2 Officers of the Surviving Company. At and after the Effective Time, the officers of the Surviving Company shall consist of those persons who are serving as officers of Qorvo US immediately prior to the Effective Time.

ARTICLE VI DISPOSITION OF SHARES

6.1 Shares of the Surviving Company. The shares of common stock, \$0.0001 per share par value, of Qorvo US outstanding immediately prior to the Effective Time shall constitute the only outstanding shares of the Surviving Company at and after the Effective Time.

6.2 Cancellation of Ali Subsidiary Shares. At the Effective Time, by virtue of the Merger and without any action on the part of Qorvo FL or Qorvo US, and without any payment of cash, property, rights or securities by Qorvo US, all of Qorvo FL's issued and outstanding

shares of common stock, \$0.0005 per share par value, and any other issued and outstanding equity or other economic interest at the Effective Time shall be cancelled.

ARTICLE VII AMENDMENTS

To the extent permitted by applicable law, this Agreement may be amended at any time before the Effective Time by a written instrument signed by Qorvo FL and Qorvo US.

ARTICLE VIII TERMINATION

This Agreement may be terminated at any time before the Effective Time by a written instrument signed by Qorvo FL and Qorvo US.

ARTICLE IX FURTHER ACTS

At any time after the Effective Time, the Surviving Company and its officers and directors shall execute and deliver all such proper deeds, assignments and assurances in law and do all acts necessary or proper to vest, perfect or confirm title to, and possession of, such property or rights in the Surviving Company and otherwise to carry out the purposes of this Agreement, and Qorvo FL and its officers and directors shall be deemed to have granted to the proper officers and directors of the Surviving Company an irrevocable power of attorney to do any such act, and the proper officers of the Surviving Company are fully authorized in the name and on behalf of Qorvo FL and/or Qorvo US to take any and all such action.

ARTICLE X COUNTERPARTS

This Agreement may be executed and delivered by electronic means and in any number of counterparts, and each such counterpart shall be deemed to be an original instrument, but all such counterparts together shall constitute one agreement.

[Signatures Follow on Next Page]

IN WITNESS WHEREOF, this Agreement has been executed and acknowledged by the undersigned, effective as of the date first written above.

QORVO US, INC.

By: _____

Robert A. Braggeworth, President

QORVO FLORIDA, INC.

By: _____


James Klein, President

IN WITNESS WHEREOF, this Agreement has been executed and acknowledged by the undersigned, effective as of the date first written above.

QORVO US, INC.

By: _____
Robert A. Bruggeworth, President

QORVO FLORIDA, INC.

By:  _____
James Klein, President

FAX COVER SHEET

TO

COMPANY

FAXNUMBER 18506176380

FROM Michael Sar

DATE 3/16/2017 1:56:04 PM CDT

RE Amendment request LZ# 520860241

COVER MESSAGE

Thank you for your help

Michael Sar

Document Specialist, Business Special Filings

LegalZoom.com

9900 Spectrum Dr., Austin, TX 78717

P: 800-773-0888, ext 7802

F: 323-962-8668

E: msar@legalzoom.com

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