

**FOREIGN TRADE ZONE
TAX EQUIVALENCY AND CONTRIBUTION AGREEMENT**

This Agreement is entered into by and between the **COLLIN COUNTY** (hereinafter “*County*”) and **QORVO U.S., INC.** (hereinafter “*Operator*”), hereinafter collectively referred to as “*Parties*”, upon the terms and conditions set forth herein.

RECITALS

WHEREAS, Operator is seeking a designation of its property described in EXHIBIT A (hereinafter, “the Property”), attached hereto and incorporated for all purposes, as a new Foreign-Trade Zone Site or Subzone, within Foreign as Trade Zone No. 39; and,

WHEREAS, Operator has requested that a Non-Opposition Letter in the form set forth in the attached EXHIBIT B executed by the County in support of designation of the Property as a new Foreign-Trade Zone Site or Subzone, within Foreign Trade Zone No. 39 will aid Operator’s efforts to obtain the designation; and,

WHEREAS, the Parties, after consulting with respect to the possible financial consequences of the creation of a Foreign-Trade Zone on the property, agree that, in the absence of this Agreement, the establishment of a FTZ may create a negative financial consequence to the County; and,

WHEREAS, Operator's intent is to cause no net loss of tax revenue or financial harm to the County as a result of its Foreign-Trade Zone Site or Subzone status; and,

WHEREAS, Operator wishes to make a payment in lieu of tax to County’s mission, goals, and objectives, as required; and,

NOW, THEREFORE, it is agreed by County and Operator that:

1. Term of Agreement. The Parties agree and understand that this Agreement is being offered by Operator in consideration for the County to execute a Non-Opposition Letter in connection with its application for the creation of a new Foreign-Trade Zone Site or Subzone, within Foreign Trade Zone No. 39 (hereinafter, “FTZ Site or Subzone”) at its facilities in Collin County, Texas, more particularly described in EXHIBIT A. The Parties understand the creation and operation of the FTZ Site or Subzone may have ongoing financial consequences to the County, which are intended to be addressed herein. Accordingly, it is the intent of the Parties hereto that this Agreement shall first take effect upon its execution and that the term hereof will continue until the earlier of: (i) the deactivation or termination of the FTZ Site or Subzone; (ii) the Operator or its customers ceasing to store any personal property within the FTZ Site or Subzone; (iii) written agreement of the Parties, or (iv) the Operator’s failure to timely pay and perform its obligations under this Agreement, provided that such failure continues for thirty (30) days after the County provides written notice of such failure to Operator (the “**Term**”). Rights and obligations accrued

prior to the termination or expiration of this Agreement shall survive termination or expiration of this Agreement.

2. Definitions. Wherever used herein, the following terms shall have the following meanings, unless the context in which used clearly indicates another meaning, to-wit:

“County” means Collin County, Texas.

“Exempted Personal Property” means the personal property exempted by 19 U.S.C. 81o or its successor statute because of Foreign-Trade Zone status being granted to the Property and that is not otherwise exempt by law from ad valorem taxation. It includes tangible personal property located within the FTZ Site or Subzone, which is exempt from County *ad valorem* property taxes under the Foreign-Trade Zone Act as a matter of law. Such Exempted Personal Property may or may not belong to Operator or its successors but may belong to third parties who locate their tangible personal property within the FTZ Site or Subzone located on the Property.

“Foreign-Trade Zone Site or Subzone” or “FTZ Site or Subzone” means the property described in EXHIBIT A, attached hereto and incorporated herein by reference, which is designated by the U.S. Foreign-Trade Zones Board.

“Law” means any applicable statute, ordinance, regulation, rule, ruling, order, writ, injunction, decree or other official act of or by any federal, state or local government, governmental department, commission, board, bureau, agency, regulatory authority, instrumentality, or judicial or administrative body having jurisdiction over the matter or matters in question.

“Non-Opposition Letter” means the letter shown in EXHIBIT B attached hereto and incorporated herein for all purposes.

“Operator” means Qorvo U.S., Inc., or any successors or assignees as provided hereunder.

3. Intent of the Parties. Parties agree and understand that each year the Operator shall pay to the County an amount equal to the taxes, if any, that would be levied upon Exempted Personal Property owned by Operator or a third party who locates their tangible personal property within the FTZ Site or Subzone located on the Property.

Parties agree and understand that the Exempted Personal Property may or may not belong to Operator, its subsidiaries or related entities, or its successors but may belong to third parties who locate their tangible personal property within the FTZ Site or Subzone located on the Property. The Parties further agree that the negative financial consequences, if any, discussed below may accrue to the County irrespective of the ownership of the property within the FTZ Site or Subzone. In order to properly allocate the responsibility for the reimbursement of the negative financial consequences, if any, to County, as discussed above in the Recitals, Operator shall require that all

of its customers or third-party entities, if any, with Exempted Personal Property within the FTZ Site or Subzone shall be required, as a condition of their being granted permission to store FTZ property within the Site or Subzone, be required to execute the Third-Party Waiver Agreement and Acknowledgement attached hereto as EXHIBIT C.

The Parties agree and understand that this Agreement does not limit or restrict Operator from claiming, asserting, protesting, or realizing any other lawful exemption of ad valorem taxation, including but not limited to Freeport exemption, for subject tangible personal property. The Parties agree and understand that this Agreement does not limit the rights of the Operator under the Texas Tax Code, or other applicable law related to ad valorem taxation, in any manner.

4. **PILOT Payments.** Each year the Operator, directly or through its customers, shall pay to the County in United States currency, on or before January 31 of the year immediately following the Ad Valorem Tax Year (as defined below) during the Term (as defined below), an amount equal to the ad valorem taxes that would have been levied by the County on the Exempted Personal Property owned by Operator or its customers for that Ad Valorem Tax Year (the “**PILOT Payment**”). The PILOT Payment shall be calculated based on the appraised value of such Exempted Personal Property for that Ad Valorem Tax Year as determined by the Collin County Appraisal District or its successor, applying the same tax rate and methodology as would apply to non-exempt tangible personal property. Operator shall not be required to make PILOT Payments with respect to any portion of the Operator’s or its customers personal property that is exempt from ad valorem taxation under any other applicable law (e.g., Freeport exemption under the Texas Tax Code). Nothing in this Agreement shall be construed to apply to or substitute for any other taxes, fees, or assessments that may be due under applicable laws.

5. **Non-Opposition Letter.** In consideration for the promises, financial contributions, and other consideration stated herein, the County agrees to execute the Non-Opposition Letter in the form shown in EXHIBIT B attached hereto and incorporated herein for all purposes.

6. **Documentation and Supporting Records.** Prior to December 1st of each year (the “Ad Valorem Tax Year”) during the term which this Agreement is in effect, the County will provide to Operator, and applicable third party, if any, the PILOT Payment calculation for that Ad Valorem Tax Year and supporting documentation for the calculations used to arrive at the amount of the contribution, including a breakdown of: 1) total tangible personal property as of January 1 of that year; 2) total Exempted Personal Property which is not subject to tax because of the federal exemption applicable to FTZ status as of January 1 of that year; and, 3) any other personal property that is exempted by Law, other than Exempted Personal Property. With fifteen (15) business days of request, Operator agrees to provide any additional documentation reasonably requested by the County to verify the calculation and shall make all records related to the Exempted Personal Property and its personal property records available for inspection by the County or the Collin

County Appraisal County during normal business hours upon reasonable request. If Operator fails or refuses to timely provide the information, then the Operator shall pay the County its reasonable expenses, including attorney's fees and expert witness fees, incurred to obtain such information, or may estimate the total tangible personal property and Exempt Personal Property exempt due to FTZ status as of January of that year to the best of its ability and the Operator is bound by that determination for that Ad Valorem Tax Year. Any such estimate shall be subject to correction upon Operator's subsequent provision of complete and accurate information, provided such corrected information is delivered within sixty (60) days of the County's initial estimation

7. Compliance With Laws. The Operator shall fully comply with all local, state and federal laws, including all codes, ordinances and regulations applicable to this Agreement and Foreign-Trade Zones, which exist, or which may be enacted later by governmental bodies having jurisdiction or authority for such enactment.

8. Default; Remedies. The County may, without prejudice to any other remedies available to it at law or in equity, terminate this Agreement upon thirty (30) days written notice in the event that Operator (the "Breaching Party") shall have committed a material breach of the terms of this Agreement, provided that such material breach remains uncured after the expiration of such thirty (30) day notice period.

9. Information and Notices. Unless otherwise expressly provided in this Agreement, all notices required or permitted hereunder shall be in writing and deemed sufficiently given for all purposes hereof if (i) delivered in person, by courier (e.g. by Federal Express) or by registered or certified United States Postal Service to the Party to be notified, with receipt obtained. Each notice shall be deemed effective on receipt by the addressee.

Notices to the County shall be addressed to its Authorized Representative as follows:

COLLIN COUNTY
Yoon Kim
2300 Bloomdale Road, Suite 4192
McKinney, Texas 75071
E-mail: adminser@collincountytx.gov

or at such other address or to the attention of such other person as the County may designate by written notice to the Operator.

Notices to the Operator shall be addressed to:

QORVO U.S., INC.
Qorvo U.S., Inc.
500 West Renner Rd.
Richardson, Texas 75080

Attn: Mansoor Bharmal

With Copy to:

Webb Strahan Meeks, PLLC
730 N Post Oak Rd, Suite 120
Houston, Texas 77024
Attn: Sam Webb

or at such other address or to such other facsimile number and/or electronic mail transmission and to the attention of such other person as the Operator may designate by written notice to the County.

10. Effective Date. This Agreement shall become effective on the date of final approval of this Agreement by the County's Commissioners Court or governing board. Notwithstanding the foregoing, no payments shall be due, and no obligations shall accrue under this Agreement until such time as the FTZ Site or Subzone receives formal designation by the U.S. Foreign-Trade Zones Board and activation by the U.S. Department of Homeland Security Customs and Border Protection, and then only in the event of any claim to Exempted Personal Property made by the Operator. Operator give Notice to County of formal designations as a FTZ Site or Subzone within 5 business days of Operator's receipt of notice of designation.

11. Amendments to Agreement; Waivers. This Agreement may not be modified or amended except by an instrument in writing signed by all of the Parties. Waiver of any term, condition or provision of this Agreement by any Party shall only be effective if in writing and shall not be construed as a waiver of any subsequent breach of, or failure to comply with, the same term, condition or provision, or a waiver of any other term, condition or provision of this Agreement.

12. Assignment. Operator may assign this Agreement without the prior written consent of the County to (i) any affiliate under common control or (ii) any successor entity in connection with a merger, reorganization, or sale of all or substantially all of the assets related to the FTZ Site or Subzone, provided such assignee assumes the obligations of Operator under this Agreement.

13. Parties relating to the subject matter hereof. All prior negotiations, discussions, correspondence, and preliminary understandings between the Parties and others relating hereto are superseded by this Agreement.

14. Governing Law. This Agreement and the transactions contemplated hereby shall be governed by and interpreted in accordance with the laws of the State of Texas without giving effect to principles thereof relating to conflicts of law or rules that would direct the application of the laws of another jurisdiction. Exclusive venue in any legal proceeding shall be Collin County, Texas.

15. Authority to Execute Agreement. Each of the Parties represents and warrants that its undersigned representative has been expressly authorized to execute this Agreement for and on behalf of such Party.

16. Severability. If any term, provision or condition of this Agreement, or any application thereof, is held invalid, illegal or unenforceable in any respect under any Law (as hereinafter defined), this Agreement shall be reformed to the extent necessary to conform, in each case consistent with the intention of the Parties, to such Law, and to the extent such term, provision or condition cannot be so reformed, then such term, provision or condition (or such invalid, illegal or unenforceable application thereof) shall be deemed deleted from (or prohibited under) this Agreement, as the case may be, and the validity, legality and enforceability of the remaining terms, provisions and conditions contained herein (and any other application such term, provision or condition) shall not in any way be affected or impaired thereby. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the Parties shall negotiate in good faith to modify this Agreement in an acceptable manner so as to the effect of the original intent of the Parties and as closely as possible to the end that the transactions contemplated hereby are fulfilled to the extent possible. As used in this Section the term “Law” shall mean any applicable statute, law (including common law), ordinance, regulation, rule, ruling, order, writ, injunction, decree or other official act of or by any federal, state or local government, governmental department, commission, board, bureau, agency, regulatory authority, instrumentality, or judicial or administrative body having jurisdiction over the matter or matters in question.

17. Payment of Expenses. Except as otherwise expressly provided in this Agreement, each of the Parties shall pay its own costs and expenses relating to this Agreement, including, but not limited to, its costs and expenses of the negotiations leading up to this Agreement and of its performance and compliance with this Agreement.

18. Interpretation. When a reference is made in this Agreement to a Section, Article or Exhibit, such reference shall be to a Section or Article of, or Exhibit to, this Agreement unless otherwise indicated. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. The words “include,” “includes” and “including” when used in this Agreement shall be deemed in such case to be followed by the phrase “but not limited to” words used in this Agreement, regardless of the number or gender specifically used, shall be deemed and construed to include any other number, singular or plural, and any other gender, masculine, feminine or neuter, as the context shall require. This Agreement is the joint product of the Parties, and each provision of this Agreement has been subject to the mutual consultation, negotiation and agreement of each Party and shall not be construed for or against any Party.

19. Multiple Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and

the same instrument.

20. Costs and Expenses of Enforcement. In the event either Party hereto is required to employ an attorney to enforce the provisions of this Agreement or is required to commence legal proceedings to enforce the provisions hereof, the prevailing Party shall be entitled to recover from the other, reasonable attorney's fees and court costs incurred in connection with such enforcement, including collection.

21. Immunity. It is expressly understood and agreed that, in the execution of this Agreement, the County does not waive, nor shall be deemed hereby to have waived any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions. By entering into this Agreement, the Parties do not create any obligations, express or implied, other than those set forth herein, and this Agreement shall not create any rights in parties not signatories hereto.

22. Force Majeure. No Party shall be liable or responsible to the other Party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, when and to the extent such failure or delay is caused by or results from acts beyond the affected Party's reasonable control, including, without limitation: acts of God; flood, fire or explosion; war, invasion, riot or other civil unrest; actions, embargoes or blockades in effect on or after the date of this Agreement; or national or regional emergency (each of the foregoing, a "Force Majeure Event"). A Party whose performance is affected by a Force Majeure Event shall give notice to the other Party, stating the period of time the occurrence is expected to continue and shall use diligent efforts to end the failure or delay and minimize the effects of such Force Majeure Event.

23. Time of Essence. Time is of the essence with respect to every provision of this Agreement.

IN WITNESS WHEREOF, this Agreement has been approved by the Board of Trustees of _____ on the _____ day of _____ 2025, and executed by the Parties in multiple originals.

[OPERATOR]

[GOVERNMENT]

By: _____
[NAME]

By: _____
[NAME]

ATTEST:

[NAME]

EXHIBIT A

Proposed Foreign Trade Zone Site Map

EXHIBIT B

Non-Opposition Letter

(Draft Letter follows)

COUNTY Letterhead

_____, 2025

Elizabeth Whiteman
Executive Secretary
Foreign-Trade Zones Board
U.S. Department of Commerce
1401 Constitution Ave., NW, Room 21013
Washington, DC 20230

Re: Non-opposition to the Qorvo U.S., Inc. Application for a Foreign-Trade Zone Site or Subzone Designation

Dear Ms. Whiteman:

This letter serves as non-opposition to the [OPERATOR] Application for a Foreign-Trade Zone Site or Subzone designation within the [GOVERNMENT] area located at [ADDRESS].

We have been informed that the proposed designation will be sponsored by the [GRANTEE], Grantee of Foreign-Trade Zone No. _____. We believe that such designation, if approved, will have a positive impact on the local economy. We understand that certain personal property admitted into an activated Foreign-Trade Zone Site or Subzone will be exempt from certain state and local ad valorem taxes by 19 U.S.C. 81o or its successor statute.

We also understand that this letter will be included as part of the Application, and as such, we respectfully request the Foreign-Trade Zones Board's favorable consideration of said Application. We do not object to its designation.

Sincerely,

[NAME]
[TITLE]

EXHIBIT C

Third Party Waiver Agreement and Acknowledgement – Form

EXHIBIT C

Third-Party Waiver Agreement and Acknowledgement

This Third-Party Waiver Agreement and Acknowledgement (this “**Agreement**”) is entered into as of [DATE], by and among QORVO U.S., INC. (hereinafter “**Operator**”), [THIRD-PARTY NAME] (hereinafter “**Third Party**”), and COLLIN COUNTY (hereinafter “**County**”), collectively referred to as the “**Parties**” and individually as a “**Party**.”

RECITALS

WHEREAS, Operator has entered into a Tax Equivalency and Contribution Agreement dated [EFFECTIVE DATE OF MAIN AGREEMENT] (the “**Main Agreement**”), by and between Operator and the County, regarding the designation and operation of a Foreign-Trade Zone Site or Subzone (the “**FTZ Site or Subzone**”) within Foreign Trade Zone No. 39 at the property described in Exhibit A to the Main Agreement (the “**Property**”); and

WHEREAS, under the Main Agreement, tangible personal property located within the FTZ Site or Subzone is exempt from County ad valorem property taxes pursuant to 19 U.S.C. § 810 or its successor statute (such exempt property, “**Exempted Personal Property**”); and

WHEREAS, the establishment of the FTZ Site or Subzone may result in negative financial consequences to the County due to the exemption of ad valorem taxes on Exempted Personal Property; and

WHEREAS, Third Party desires to locate and store its tangible personal property (the “**Third-Party Property**”) within the FTZ Site or Subzone operated by Operator on the Property; and

WHEREAS, as a condition to Operator granting Third Party permission to store the Third-Party Property within the FTZ Site or Subzone, Operator requires Third Party to execute this Agreement to acknowledge the potential tax impacts and to agree to make payments in lieu of taxes (“**PILOT Payments**”) to the County with respect to any Exempted Personal Property owned by Third Party; and

WHEREAS, the Parties desire to allocate responsibility for such PILOT Payments directly to Third Party to mitigate any financial harm to the County;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. *Acknowledgement of FTZ Exemption and Tax Impact.* Third Party acknowledges and agrees that: (a) the Third-Party Property located within the FTZ Site or Subzone qualifies as Exempted Personal Property and is exempt from County ad valorem property taxes under applicable federal law; (b) absent this Agreement and the Main Agreement, such exemption may cause a loss of tax revenue to the County; and (c) Third Party’s use of the FTZ Site or Subzone is conditioned upon Third Party’s compliance with the terms of this Agreement.

2. PILOT Payments. Each year the Third Party shall pay to the County in United States currency, on or before January 31 of the year immediately following the Ad Valorem Tax Year (as defined below) during the Term (as defined below), an amount equal to the ad valorem taxes that would have been levied by the County on the Exempted Personal Property owned by Third Party for that Ad Valorem Tax Year (the “**PILOT Payment**”). The PILOT Payment shall be calculated based on the appraised value of such Exempted Personal Property for that Ad Valorem Tax Year as determined by the Collin County Appraisal District or its successor, applying the same tax rate and methodology as would apply to non-exempt tangible personal property. Third Party shall not be required to make PILOT Payments with respect to any portion of the Third-Party Property that is exempt from ad valorem taxation under any other applicable law (e.g., Freeport exemption under the Texas Tax Code). Nothing in this Agreement shall be construed to apply to or substitute for any other taxes, fees, or assessments that may be due under applicable laws.

3. Documentation and Inspection Rights. Prior to December 1 of each year (the “Ad Valorem Tax Year”) during the Term, the County shall provide Third Party with the PILOT Payment calculation for that Ad Valorem Tax Year, and supporting documentation, including a breakdown of: (i) total tangible personal property as of January 1 of that year; (ii) Exempted Personal Property exempt due to FTZ status as of January 1 of that year; and (iii) any other exemptions under applicable law. Within 5 business days of request the Third Party agrees to provide any additional documentation reasonably requested by the County to verify the calculation and shall make all records related to the Exempted Personal Property and personal property at the site available for inspection by the County or the Collin County Appraisal District during normal business hours upon reasonable notice. If Third Party fails or refuses to timely provide such information, then the Third Party shall pay the County its reasonable expenses (including attorney’s fees and expert witnesses fees) incurred to obtain it with 5 business days of the County’s invoice to Third Party, or may estimate the total tangible personal property and Exempted Personal Property exempt due to FTZ status as of January 1 of that year to the best of its ability and the Third Party is bound by the determination for that Ad Valorem Tax Year.

4. Waiver. Third Party hereby waives, releases, and forever discharges Operator from any and all claims, demands, liabilities, or causes of action arising out of or related to: (a) the exemption of the Third-Party Property from County ad valorem taxes due to FTZ status; (b) any financial impacts to the County resulting from such exemption; or (c) Third Party’s obligation to make PILOT Payments hereunder. Third Party further waives any right to contest, protest, or seek judicial review of the FTZ designation, the tax exemption, or the PILOT Payment calculations, except for clerical errors or manifest miscalculations. Waiver of any term, condition or provision of this Agreement by any Party shall only be effective if in writing and shall not be construed as a waiver of any subsequent breach of, or failure to comply with, the same term, condition or provision, or a waiver of any other term, condition or provision of this Agreement.

5. Term. This Agreement shall become effective upon execution and shall continue until the earlier of: (i) the deactivation or termination of the FTZ Site or Subzone; (ii) Third Party ceasing to store any Third-Party Property within the FTZ Site or Subzone; (iii) termination of the Main Agreement between the Operator and County; (iv) written agreement of the Parties, or (v) the Third Party’s failure to timely pay and satisfy its obligations under Paragraphs 2 and 3 (the “**Term**”). Rights and obligations accrued prior to the termination or expiration of this Agreement shall survive termination or expiration of this Agreement.

6. Compliance With Laws. The Third Party shall fully comply with all local, state and federal laws, including all codes, ordinances and regulations applicable to this Agreement and Foreign-Trade Zones, which exist, or which may be enacted later by governmental bodies having jurisdiction or authority for such enactment.

7. Default; Remedies. The County may, without prejudice to any other remedies available to it at law or in equity, immediately terminate this Agreement in the event that the Third Party (the “Breaching Party”) shall have committed a material breach of the terms of this Agreement.

8. Notices. All notices required or permitted hereunder shall be in writing and delivered in person, by courier, or by registered or certified mail, with receipt.

Notices to the County shall be addressed to:

[NAME] Yoon Kim
COLLIN COUNTY
[ADDRESS] 2300 Bloomdale Road, Suite 4192
E-mail: [INSERT] adminser@collincountytx.gov

Notices to Operator shall be addressed to:

[OPERATOR ADDRESS].

Notices to Third Party shall be addressed to:

[THIRD-PARTY ADDRESS].

Any Party may designate a new address by written notice to the others.

9. Governing Law; Severability. This Agreement shall be governed by the laws of the State of Texas, without regard to conflicts of law principles. Exclusive venue for any dispute shall be lie Collin County, Texas. If any provision is held invalid or unenforceable, the remainder shall continue in full force, and the Parties shall negotiate in good faith to replace it with a valid provision reflecting their original intent.

10. Assignment. Third Party may not assign this Agreement without the prior written consent of Operator and the County.

11. Entire Agreement; Multiple Counterparts. This Agreement constitutes the entire understanding among the Parties regarding the subject matter and supersedes all prior agreements. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

12. Authority. Each Party represents that it has the authority to execute this Agreement.

13. Costs and Expenses of Enforcement. In the event either Party hereto is required to employ an attorney to enforce the provisions of this Agreement or is required to commence legal proceedings to enforce the provisions hereof, the prevailing Party shall be entitled to recover from the other, reasonable attorney's fees and court costs incurred in connection with such enforcement, including collection.

14. Immunity. It is expressly understood and agreed that, in the execution of this Agreement, the County does not waive, nor shall be deemed hereby to have waived any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions. By entering into this Agreement, the Parties do not create any obligations, express or implied, other than

those set forth herein, and this Agreement shall not create any rights in parties not signatories hereto.

15. Force Majeure. No Party shall be liable or responsible to the other Party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, when and to the extent such failure or delay is caused by or results from acts beyond the affected Party's reasonable control, including, without limitation: acts of God; flood, fire or explosion; war, invasion, riot or other civil unrest; actions, embargoes or blockades in effect on or after the date of this Agreement; or national or regional emergency (each of the foregoing, a "Force Majeure Event"). A Party whose performance is affected by a Force Majeure Event shall give notice to the other Party, stating the period of time the occurrence is expected to continue and shall use diligent efforts to end the failure or delay and minimize the effects of such Force Majeure Event.

16. Construction. The Parties acknowledge that they have had the opportunity to be represented by counsel in connection with this transaction and that this Contract shall be interpreted according to its fair construction and shall not be construed against either Party.

17. Time of Essence. Time is of the essence with respect to every provision of this Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.

Operator	County	Third Party
Qorvo U.S., Inc.	Collin County	[THIRD-PARTY NAME]

By: _____	By: _____	By: _____
Name: [NAME]	Name: [NAME]	Name: [NAME]
Title: [TITLE]	Title: [TITLE]	Title: [TITLE]

DRAFT