

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

SCHEDULE 13D/A
Under the Securities Exchange Act of 1934
(Amendment No. 3)

NXP Semiconductors N.V.

(Name of Issuer)

COMMON STOCK
NOMINAL VALUE €.20 PER SHARE

(Title of Class of Securities)

N6596X109

(CUSIP Number)

HERMAN H. RASPÉ, ESQ.
PATTERSON BELKNAP WEBB & TYLER LLP
1133 AVENUE OF THE AMERICAS
NEW YORK, NEW YORK 10036-6710
(212) 336-2000

(Name, Address and Telephone Number of Person Authorized to
Receive Notices and Communications)

July 6, 2011

(Date of Event which Requires Filing of this Statement)

If the filing person has previously filed a statement on Schedule 13G to report the acquisition that is the subject of this Schedule 13D, and is filing this schedule because of §§240.13d-1(e), 240.13d-1(f) or 240.13d-1(g), check the following box. o

*The remainder of this cover page shall be filled out for a reporting person's initial filing on this form with respect to the subject class of securities, and for any subsequent amendment containing information which would alter disclosures provided in a prior cover page.

The information required on the remainder of this cover page shall not be deemed to be "filed" for the purpose of Section 18 of the Securities Exchange Act of 1934 ("Act") or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, see the *Notes*).

1	Names of Reporting Person: Philips Pension Trustees Limited I.R.S. Identification No. of Above Person (Entities Only): N/A	
2	Check the Appropriate Box if a Member of a Group (See Instructions) (a) x (b) x (SEE ITEM 5)	
3	SEC Use Only	
4	Source of Funds (See Instructions) N/A	
5	Check if Disclosure of Legal Proceedings Is Required Pursuant to Item 2(d) or 2(e) <input type="checkbox"/>	
6	Citizenship or Place of Organization England and Wales	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	Sole Voting Power 0 (SEE ITEM 5)
	8	Shared Voting Power 168,295,784 (SEE ITEM 5)
	9	Sole Dispositive Power 0 (SEE ITEM 5)
	10	Shared Dispositive Power 168,295,784 (SEE ITEM 5)
11	Aggregate Amount Beneficially Owned by Each Reporting Person 35,533,214 (SEE ITEM 5)	
12	Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions) x	
13	Percent of Class Represented by Amount in Row (11) 14.17% (SEE ITEM 5)	
14	Type of Reporting Person (See Instructions) CO, EP	

1	Names of Reporting Person: PPTL Investment LP I.R.S. Identification No. of Above Person (Entities Only): N/A	
2	Check the Appropriate Box if a Member of a Group (See Instructions) (a) x (b) x (SEE ITEM 5)	
3	SEC Use Only	
4	Source of Funds (See Instructions) N/A (SEE ITEM 3)	
5	Check if Disclosure of Legal Proceedings Is Required Pursuant to Item 2(d) or 2(e) <input type="checkbox"/>	
6	Citizenship or Place of Organization Scotland	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	Sole Voting Power 35,533,214 (SEE ITEM 5)
	8	Shared Voting Power 168,295,784 (SEE ITEM 5)
	9	Sole Dispositive Power 35,533,214 (SEE ITEM 5)
	10	Shared Dispositive Power 168,295,784 (SEE ITEM 5)
11	Aggregate Amount Beneficially Owned by Each Reporting Person 35,533,214 (SEE ITEM 5)	
12	Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions) x	
13	Percent of Class Represented by Amount in Row (11) 14.17% (SEE ITEM 5)	
14	Type of Reporting Person (See Instructions) PN	

1	Names of Reporting Person: PPTL Investment Limited I.R.S. Identification No. of Above Person (Entities Only): N/A	
2	Check the Appropriate Box if a Member of a Group (See Instructions) (a) x (b) x (SEE ITEM 5)	
3	SEC Use Only	
4	Source of Funds (See Instructions) N/A	
5	Check if Disclosure of Legal Proceedings Is Required Pursuant to Item 2(d) or 2(e) <input type="checkbox"/>	
6	Citizenship or Place of Organization Scotland	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	Sole Voting Power 0 (SEE ITEM 5)
	8	Shared Voting Power 168,295,784 (SEE ITEM 5)
	9	Sole Dispositive Power 0 (SEE ITEM 5)
	10	Shared Dispositive Power 168,295,784 (SEE ITEM 5)
11	Aggregate Amount Beneficially Owned by Each Reporting Person 35,533,214 (SEE ITEM 5)	
12	Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions) x	
13	Percent of Class Represented by Amount in Row (11) 14.17% (SEE ITEM 5)	
14	Type of Reporting Person (See Instructions) CO	

This Amendment No. 3, being filed by (i) Philips Pension Trustees Limited (“**Philips Pension Trustees**”), a private limited company organized under the laws of England and Wales, (ii) PPTL Investment LP, a limited partnership organized under the laws of Scotland (“**PPTL LP**”) and (iii) PPTL Investment Limited, a Scottish company limited by guarantee (“**GP**” and together with Philips Pension Trustees and PPTL LP, the “**Reporting Persons**”), amends the Schedule 13D initially filed on September 17, 2010 (“**Original 13D**”), as amended by Amendment No. 1 filed on November 2, 2010 (“**First Amendment**”) and Amendment No. 2 filed on April 6, 2011 (“**Second Amendment**”), relating to the beneficial ownership of common stock, nominal value € .20 per share (“**Common Stock**”), of NXP Semiconductors N.V. (the “**Issuer**”), a public company with limited liability incorporated under the laws of The Netherlands. The principal executive office of the Issuer is located at High Tech Campus 60, 5656 AG Eindhoven, The Netherlands. Information reported in the Original 13D, as amended or superseded by information contained in the First Amendment and Second Amendment, remains in effect except to the extent that it is amended or superseded by information contained in this Amendment. Capitalized terms used herein and not otherwise defined have the meanings ascribed to them in the Original 13D, as amended by the First Amendment and Second Amendment.

Item 4. Purpose of Transaction

Item 4 of the Original 13D is hereby amended and restated as follows:

The Share Transaction was for portfolio investment purposes of the Pension Fund. The PPTL Share Transfer was for the purpose of providing limited liability for the Pension Fund with respect to liabilities arising from the holding of Transfer Shares.

The terms of the Restated LP Agreement require that PPTL LP sell Transfer Shares, to the extent such sale is possible in terms of the legal, contractual and regulatory requirements applicable to PPTL LP as the holder of the Transfer Shares (the “**Applicable Requirements**”), on the first business day on which such sale becomes possible under the Applicable Requirements (allowing for exceptions as determined by GP as general partner of PPTL LP). The Restated LP Agreement further requires that the balance of any unsold Transfer Shares be sold as soon as such sale becomes possible under the Applicable Requirements in a manner that is consistent with achieving a reasonable price. The Restated LP Agreement is incorporated by reference in Item 7 herein, and its terms are hereby incorporated by reference in this Item 4.

On April 5, 2011, PPTL LP sold an aggregate of 7,182,436 shares of Common Stock in an underwritten public offering of 34,431,000 shares of Common Stock by certain selling stockholders of the Issuer at a price per share of \$28.95 (net of underwriting discounts and commissions, but before expenses) (the “**Offering**”), pursuant to the underwriting agreement, dated March 30, 2011, among Credit Suisse Securities (USA) LLC, Goldman, Sachs & Co. and Morgan Stanley & Co. Incorporated, as representatives of the several underwriters named therein, the Issuer, and PPTL LP and the other selling stockholders (the “**Underwriting Agreement**”). Pursuant to the Underwriting Agreement, PPTL LP agreed not to sell any shares of Common Stock (subject to certain exceptions) for up to 90 days from the date of the Prospectus filed in connection with the Offering without the prior written consent of the underwriters, which period expired on June 28, 2011. The Underwriting Agreement is incorporated by reference in this Schedule 13D in Item 7 and its terms are hereby incorporated by reference in this Item 4.

On July 6, 2011 (the “**Sales Plan Effective Date**”), PPTL LP entered into a Sales Plan (the “**Sales Plan**”) with J. P. Morgan Securities LLC (“**JPMS**”) as broker in order to enable the disposition of up to 2,500,000 shares of Common Stock pursuant to Rule 144 under the Securities Act of 1933 within the three-month period beginning on the Sales Plan Effective Date (the “**Intended Disposition**”) and transmitted for filing with the Securities and Exchange Commission a Form 144 covering such Intended Disposition. The Sales Plan is attached as Exhibit 10 hereto and its terms are hereby incorporated by reference in this Item 4.

Except for the foregoing, none of the Reporting Persons nor, to the knowledge of the Reporting Persons, any of the persons listed on Schedule I hereto, currently has any other plans or proposals which relate to or would result in the actions set forth in paragraphs (a) through (j) of Item 4 of Schedule 13D.

Item 6. Contracts, Arrangements, Understandings or Relationships with Respect to Securities of the Issuer

Item 6 of the Original 13D is hereby amended and supplemented by adding the following statement after the final paragraph thereof:

In connection with the Intended Disposition, PPTL LP entered into the Sales Plan with JPMS on July 6, 2011. The Sales Plan is attached as Exhibit 10 hereto and its terms are hereby incorporated by reference in this Item 6.

Item 7. Material to be Filed as Exhibits

Item 7 of the Original 13D is hereby amended to add the following:

Exhibit 10: Sales Plan, dated July 6, 2011, between PPTL LP and JPMS.*

* Filed herewith

SIGNATURE

After reasonable inquiry and to the best of the undersigned's knowledge and belief, the undersigned certify that the information set forth in this statement is true, complete and correct.

Dated: July 6, 2011

PHILIPS PENSION TRUSTEES LIMITED

/s/ S. Roberts

Name: S. Roberts

Title: Director

PPTL INVESTMENT LP

/s/ M. R. Armstrong

Name: M. R. Armstrong

Title: Director, PPTL Investment Limited as General
Partner on behalf of PPTL Investment LP

PPTL INVESTMENT LIMITED

/s/ M. R. Armstrong

Name: M. R. Armstrong

Title: Director

EXHIBIT INDEX

Exhibit 10 Sales Plan, dated July 6, 2011, between PPTL Investment LP and J. P. Morgan Securities LLC.*

* Filed herewith

SALES PLANThe logo for J.P. Morgan, consisting of the text "J.P. Morgan" in a serif font, with a vertical line to the left of the text.Sales Plan

Sales Plan, dated July 06th, 2011 (the "Sales Plan"), between PPTL Investment LP ("Seller") and J. P. Morgan Securities LLC. ("JPMS").

WHEREAS, the Seller desires to establish this Sales Plan to sell shares of common stock (the "Stock") of NXP Semiconductors NV (the "Issuer"); and

WHEREAS, the Seller desires to engage JPMS to effect sales of shares of Stock in accordance with the Sales Plan;

NOW, THEREFORE, the Seller and JPMS hereby agree as follows:

1. (a) JPMS shall effect a sale (a "Sale") of up to 2,500,000 shares of Stock ("Total Plan Shares") as follows: pursuant to the specific instructions specified on schedule A.

(b) JPMS shall execute the trades in such a way as to minimize the negative price impact on the market and to maximize the prices obtained for the shares sold. JPMS may use its discretion in how to work the order to achieve the best execution above the minimum price per share, but at no time will Seller communicate to JPMS any instructions on how to execute the order.

2. (a) Seller has delivered the Stock to JPMS.

(b) To the extent that any Stock remains in Seller's JPMS brokerage account upon termination of this Sales Plan, JPMS agrees to return such Stock promptly

to the Issuer's transfer agent for relegending to the extent that such Stock would then be subject to transfer restrictions in the hands of Seller.

3. This Sales Plan shall become effective immediately (the "Effective Date") and shall terminate on the earlier of the expiration of 3 months from the Effective Date; the date on which the Total Plan Shares have been sold; or the date this Sales Plan is terminated pursuant to Paragraph 17(b).

4. Seller understands that JPMS may not be able to effect a Sale due to a market disruption or a legal, regulatory or contractual restriction applicable to JPMS, an insufficient number of shares of Stock being in the account or a pending sale under this Sales Plan causing Seller to exceed the volume limitations of Rule 144 under the Securities Act of 1933 (the "Securities Act"). If any Sale cannot be executed as required by paragraph 1, due to a market disruption, a legal, regulatory or contractual restriction applicable to JPMS or any other event, JPMS shall effect such Sale as promptly as practicable after the cessation or termination of such market disruption, applicable restriction or other event.

5. Seller represents and warrants that: (a) it is not aware of material, nonpublic information with respect to the Issuer or any securities of the Issuer (including the Stock) and (b) it is entering into this Sales Plan in good faith and not as part of a plan or scheme to evade the prohibitions of Rule 10b5-1 under the Securities Exchange Act of 1934 ("Exchange Act") or other applicable securities laws.

6. It is the intent of the parties that this Sales Plan comply with the requirements of Rule 10b5-1(c)(1)(i)(B) under the Exchange Act and this Sales Plan shall be interpreted to comply with the requirements of Rule 10b5-1(c).

7. (a) JPMS agrees to conduct all Sales in accordance with the manner of sale requirement of Rule 144 under the Securities Act, and in no event shall JPMS effect any Sale if such Sale would exceed the then applicable volume limitation under Rule 144, assuming that JPMS Sales under this Sales Plan and those notified to JPMS pursuant to

Paragraph 8 are the only sales subject to that limitation. JPMS will be responsible for completing and filing on behalf of the Seller the required Forms 144. Seller understands and agrees that JPMS shall make one Form 144 filing at the beginning of each three-month period commencing on the Effective Date.

(b) Each such Form 144 shall state in the "Remarks" section that the sales thereunder are being made pursuant to a previously adopted plan intended to comply with Rule 10b5-1(c), shall include the date Seller adopted this Sales Plan and shall indicate that the representation regarding Seller's knowledge of material information speaks as of the adoption date of this Sales Plan.

8. Seller agrees not to take, and agrees to cause any person or entity with which it would be required to aggregate sales of Stock pursuant to paragraph (a)(2) or (e) of Rule 144 not to take, any action that would cause the Sales not to comply with Rule 144. In the event that Seller wishes to enter into another selling program, individual transactions under Rule 144 or any other transactions subject to the aggregation rules set out above, Seller will provide JPMS with written notice no less than five (5) business days prior to such a transaction or entering into an agreement for such and Seller will provide notice of any such transactions during the three months preceding the date hereof.

9. At the time of Seller's execution of this Sales Plan, Seller has not entered into or altered a corresponding or hedging transaction with respect to the Stock. Seller agrees not to enter into any such transaction while this Sales Plan remains in effect.

10. Seller agrees to make all filings, if any, required under and monitor his own compliance with Sections 13(d) and 16 of the Exchange Act.

11. This Sales Plan shall be governed by and construed in accordance with the laws of the State of New York and may be modified or amended only by a writing signed by the parties hereto.

12. This Sales Plan shall be subject to all terms and conditions governing Seller's JPMS brokerage account.

13. The Stock has been deposited into Seller's JPMS brokerage account. JPMS will withdraw Stock from the account in order to effect sales of Stock under the Sales Plan. JPMS agrees to notify Seller promptly if at any time while this Sales Plan is in effect, the number of shares of Stock in the account is less than the total number of shares pending sale under the Sales Plan. Upon such notification, Seller agrees promptly to deposit into the account the number of shares of Stock necessary to eliminate this deficiency. Seller further agrees not to remove or transfer shares out of the account.

14. Seller represents and warrants that it currently is able to sell shares of Stock in accordance with the Issuer's insider trading policies.

15. The Total Plan Shares, the shares to be sold on a particular day and the limit prices, if applicable, shall be adjusted automatically on a proportionate basis to take into account any stock split, reverse stock split or stock dividend with respect to the Stock or any change in capitalization with respect to the Issuer that occurs during the term of this Sales Plan.

16. JPMS will deduct its reasonable and customary commissions from the proceeds of sales of Stock under this Sales Plan, together with any of the expenses, incurred by JPMS in connection with such sales.

17. (a) Seller acknowledges and agrees that it does not have authority, influence or control over any sales of Stock effected by JPMS pursuant to this Sales Plan, and will not attempt to exercise any authority, influence or control over such sales (other than in the case of JPMS's noncompliance with its obligations under this Sales Plan of which Seller becomes aware as a result of Seller's receipt of account statements reflecting such non-compliant sales). JPMS agrees not to seek advice from Seller with respect to the manner in which it effects sales under this Sales Plan.

(b) Notwithstanding anything to the contrary herein, Seller may notify JPMS to terminate sales under this Sales Plan by providing notice substantially in the form of Appendix A hereto.

18. Except as provided in Paragraph 7, Seller acknowledges and agrees that JPMS has no duty to determine whether Seller has violated Rules 144 or 145 under the Securities Act, or Sections 13(d), 13(g) or 16 of the Exchange Act or the rules adopted by the SEC thereunder.

19. Seller will be notified of all transactions pursuant to customary trade confirmations.

20. Seller agrees to indemnify and hold harmless JPMS and its affiliates and their officers, directors, employees and representatives against any loss, claim, damage or liability, including legal fees and expenses, arising out of any action or proceeding relating to this Sales Plan or any Sale, except to the extent that any such loss, claim, damage or liability is determined in a non-appealable determination of a court of competent jurisdiction to be the result of the indemnified person's gross negligence, willful misconduct, act of bad faith or breach of contract. .

IN WITNESS WHEREOF, the undersigned have signed this Sales Plan as of the date first written above.

PPTL Investment LP

By: PPTL Investment Limited, its General Partner

By: M. A. _____ [Date]
Name: H. R. ARMSTRONG
Title: DIRECTOR

J. P. Morgan Securities LLC.

By: S. L. Dedring _____ [Date]
Name: Steven L. Dedring
Title: Executive Director