

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

SCHEDULE 13D/A
Under the Securities Exchange Act of 1934
(Amendment No. 15)

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)

February 12, 2013

(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.

*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 123,337,003 (SEE ITEM 5)
	9	Sole Dispositive Power 0 (SEE ITEM 5)
	10	Shared Dispositive Power 123,337,003 (SEE ITEM 5)
11	Aggregate Amount Beneficially Owned by Each Reporting Person 16,549,097 (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) 6.57% (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 16,549,097 (SEE ITEM 5)
	8	Shared Voting Power 123,337,003 (SEE ITEM 5)
	9	Sole Dispositive Power 16,549,097 (SEE ITEM 5)
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14	Type of Reporting Person (See Instructions) CO	

This Amendment No. 15, 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**”), Amendment No. 2 filed on April 6, 2011 (“**Second Amendment**”), Amendment No. 3 filed on July 6, 2011 (“**Third Amendment**”) Amendment No. 4 filed on July 19, 2011 (“**Fourth Amendment**”), Amendment No. 5 filed on November 1, 2011 (“**Fifth Amendment**”), Amendment No. 6 filed on November 8, 2011 (“**Sixth Amendment**”), Amendment No. 7 filed on February 17, 2012 (“**Seventh Amendment**”), Amendment No. 8 filed on March 5, 2012 (“**Eighth Amendment**”), Amendment No. 9 filed on March 12, 2012 (“**Ninth Amendment**”), Amendment No. 10 filed on July 30, 2012 (“**Tenth Amendment**”), Amendment No. 11 filed on August 9, 2012 (“**Eleventh Amendment**”), Amendment No. 12 filed on November 28, 2012 (“**Twelfth Amendment**”), Amendment No. 13 filed on January 25, 2013 (“**Thirteenth Amendment**”) and Amendment No. 14 filed on February 8, 2013 (“**Fourteenth Amendment**” and together with the First Amendment, Second Amendment, Third Amendment, Fourth Amendment, Fifth Amendment, Sixth Amendment, Seventh Amendment, Eighth Amendment, Ninth Amendment, Tenth Amendment, Eleventh Amendment, Twelfth Amendment and Thirteenth Amendment, the “**Prior Amendments**”) 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 Prior Amendments 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 Prior Amendments.

Item 4. Purpose of Transaction

Item 4 of the Original 13D is hereby amended and supplemented by inserting the following paragraph before the final paragraph thereof:

On February 12, 2013, GP and Philips Pension Trustees entered into a letter agreement (the “**Amendment Letter**”) temporarily amending the sales requirements of the Restated LP Agreement described in the second paragraph of this Item 4 (as set forth in the Third Amendment) for the period beginning on the date of the Amendment Letter and ending on June 30, 2016 (the “**Amendment Period**”). Pursuant to the Restated LP Agreement as amended by the Amendment Letter, PPTL LP shall during the Amendment Period sell Transfer Shares on or after the Early Sale Date (as defined in the Amendment Letter and hereinafter used as so defined) if any of the following circumstances specified in the Amendment Letter apply (allowing for exceptions as determined by GP as general partner of PPTL LP): (i) the sales can be (and are) made at a price equal to or greater than a specified price; (ii) the funding level of the Pension Fund approximates or exceeds a level which would make it possible for the Pension Fund to buy out its benefit liabilities in full with an appropriate insurance company and to wind up the Pension Fund in an orderly and correct manner; or (iii) GP determines in its absolute discretion that each of the following conditions are satisfied: (a) the Issuer’s Common Stock is more likely than not to trade at a publicly quoted price which is, at all times during the Reasonably Foreseeable Future (as defined in the Amendment Letter and hereinafter used as so defined), below a specified price; (b) either (1) the reason for the publicly quoted price being below the specified price is predominantly a factor which is specific to the Issuer rather than a general trend in the market prices of U.S. quoted equities or (2) in the opinion of GP there is no realistic likelihood of market prices of U.S. quoted securities increasing such that the preceding condition (a) would no longer apply within the Reasonably Foreseeable Future; and (c) the price which GP will obtain for the shares of Common Stock by executing the proposed sale is likely to be the best price which is likely to be obtained for the shares of Common Stock in the Reasonably Foreseeable Future and accordingly that not executing the proposed sale at that price and time may expose those with an interest in PPTL LP’s obtaining the best price possible for those shares of Common Stock to unreasonable downside risks having regard to their nature and purpose as investors. After the Amendment Period, the temporary amendment effected by the Amendment Letter will cease to have effect and the sales requirements under the Restated LP Agreement shall revert to those described in the second paragraph of this Item 4 (as set forth in the Third Amendment). The Amendment Letter is attached as Exhibit 17 hereto and its terms are hereby incorporated by reference in this Item 4.

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 paragraph after the final paragraph thereof:

On February 12, 2013, GP and Philips Pension Trustees entered into the Amendment Letter. Under the terms of the Restated LP Agreement as temporarily amended by the Amendment Letter, PPTL LP shall during the Amendment Period sell Transfer Shares on or after the Early Sale Date if any of the following circumstances specified in the Amendment Letter apply (allowing for exceptions as determined by GP as general partner of PPTL LP): (i) the sales can be (and are) made at a price equal to or greater than a specified price; (ii) the funding level of the Pension Fund approximates or exceeds a level which would make it possible for the Pension Fund to buy out its benefit liabilities in full with an appropriate insurance company and to wind up the Pension Fund in an orderly and correct manner; or (iii) GP determines in its absolute discretion that each of the following conditions are satisfied: (a) the Issuer's Common Stock is more likely than not to trade at a publicly quoted price which is, at all times during the Reasonably Foreseeable Future, below a specified price; (b) either (1) the reason for the publicly quoted price being below the specified price is predominantly a factor which is specific to the Issuer rather than a general trend in the market prices of U.S. quoted equities or (2) in the opinion of GP there is no realistic likelihood of market prices of U.S. quoted securities increasing such that the preceding condition (a) would no longer apply within the Reasonably Foreseeable Future; and (c) the price which GP will obtain for the shares of Common Stock by executing the proposed sale is likely to be the best price which is likely to be obtained for the shares of Common Stock in the Reasonably Foreseeable Future and accordingly that not executing the proposed sale at that price and time may expose those with an interest in PPTL LP's obtaining the best price possible for those shares of Common Stock to unreasonable downside risks having regard to their nature and purpose as investors. After the Amendment Period, the temporary amendment effected by the Amendment Letter will cease to have effect and the sales requirements under the Restated LP Agreement shall revert to those described in the fourth paragraph of this Item 6 (as set forth in the First Amendment). The terms of the Amendment Letter (attached hereto as Exhibit 17) are incorporated herein by reference.

Item 7. Material to be Filed as Exhibits

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

Exhibit 17: Letter agreement, dated February 12, 2013, by and between GP and Philips Pension Trustees.*

* 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: February 15, 2013

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 17 Letter agreement, dated February 12, 2013, by and between GP and Philips Pension Trustees.*

* Filed herewith

Philips Centre, Guildford Business Park. Guildford. Surrey GU2 8XH

12 February 2013

PPTL Investment Limited
15 Atholl Crescent
Edinburgh
EH3 8HA

Dear Sirs,

PPTL Investment LP

Amendments to the Amended and Restated Limited Partnership Agreement among the General Partner and the Limited Partner relating to the Partnership dated 29th October 2010 ("Partnership Agreement")

1 Purpose of this Letter

- 1.1 This letter agreement is supplemental to the Partnership Agreement and its purpose is to record and give legal effect to certain changes which PPTL Investment Limited and Philips Pension Trustees Limited ("the Parties") agree to make to the Partnership Agreement with effect from today's date.
- 1.2 The Parties agree that the terms set out in this letter constitute probative agreement to the proposed alterations to the Partnership Agreement as required under clause 13.3 of the Partnership Agreement.

2 Definitions

- 2.1 Words and expressions defined in the Partnership Agreement (as amended by this letter agreement) shall bear the same meanings where used in this letter agreement.
- 2.2 The Parties agree that the following words and expressions shall be inserted in the appropriate alphabetical place as new definitions in the Partnership Agreement:

"Early Sale Date" means the later of (i) the first business day on which a sale becomes possible in terms of the legal, contractual and regulatory requirements applicable to the Partnership as the holder of shares and (ii) the earliest date thereafter on which it is possible to dispose of them on an orderly basis;

"Initial Period" means the period commencing on the date of this letter agreement and ending on 30th June 2016;



Philips Pension Trustees Limited
Registered in England No. 406330
Registered office
Philips Centre, Guildford Business Park
Guildford, Surrey GU2 8XH
www.pensions.philips.co.uk

"S&P Agreement" means the Amendment and Restatement Agreement for the sale and purchase of shares in NXP Semiconductors N.V. dated 7 September 2010 as amended and supplemented on 29 October 2010 and as further amended by a letter dated January 2013;

"Strike Price" means the minimum average price per share specified in Schedule A to that certain agreement, dated November 28, 2012, between the Partnership and J.P. Morgan Securities LLC, in respect of shares comprised in the Contractual Transfer;

"Sales Plan" means a trading plan established by PPTL Investment LP for selling NXP shares under Rule 10b5-1(c) of the Securities Exchange Act of 1934, as amended, in the United States;

"Surplus" has the meaning given to that term in the S&P Agreement except that (for the avoidance of doubt) for the purposes of Clause 2.4.3.1(b)(ii) it may be calculated as at any date or dates between the Early Sale Date and the end of the Initial Period.

Amendment to Clause 2.4.3.1 of the Partnership Agreement

Subject to clause 3.2 of this letter agreement, Clause 2.4.3.1 of the Partnership Agreement shall be deleted and the following new clause 2.4.3.1 inserted in its place:

"2.4.3.1 during the Initial Period:

- (a) subject always to sub-paragraph (b) below, the Partnership shall not sell any shares if the Partnership determines in its absolute discretion that it would be in the Partnership's best interests to retain them;
- (b) the Partnership shall sell the shares on the Early Sale Date (or on any later date or dates during the Initial Period) if any of the following circumstances apply:
 - (i) the sales are made at a price equal to or greater than the Strike Price (which condition shall for the avoidance of doubt in relation to any block trade on a single trading day be deemed satisfied if the sales are made pursuant to an Instruction or Sales Plan which does not permit trades unless, among other things, the average price per share achieved on any block trade on a single trading day is equal to or greater than the Strike Price);
 - (ii) the funding level of the Philips Pension Fund (as advised to the General Partner by the Trustees of the Philips Pension Fund) approximates to or exceeds a level which would make it possible for the Philips Pension Fund to buy out its benefit liabilities in full with an appropriate insurance company and to wind up the Philips Pension Fund in an orderly and correct manner, paying the associated expenses and charges. For these purposes, the General Partner may at its discretion regard the funding position of the Philips Pension Fund as having approximated to or exceeded the level set out in the foregoing sentence if it is advised by the Trustees of the Philips Pension Fund that, (assuming a value of the shares equal to the proposed sale price) there is a Surplus; or



(iii) the General Partner has consulted an appropriate executive or representative of Koninklijke Philips Electronics N.V. about the proposed sale and, after considering the outcome of that consultation and other matters such as analysts' opinions, market activity including secondary offerings relating to the shares, the level of volatility in the publicly quoted price, and such other factors as it considers relevant, the General Partner determines in its absolute discretion that each of (A), (B) and (C) below are satisfied, where:

(A) is that NXP shares are more likely than not to trade at a publicly quoted price which is, at all times during the Reasonably Foreseeable Future, below the Strike Price;

(B) is that, if (A) does apply:

EITHER: the reason for it applying is (or is predominantly) a factor which is specific to NXP rather than a general trend in the market prices of US quoted equities,

OR: in the opinion of the General Partner there is no realistic likelihood of market prices of US quoted securities increasing such that (A) would no longer apply within the Reasonably Foreseeable Future; and

(C) is that the price which the General Partner will obtain for the shares by executing the proposed sale is likely to be the best price which is likely to be obtained for the shares in the Reasonably Foreseeable Future and accordingly that not executing the proposed sale at that price and time may expose those with an interest in the Partnership's obtaining the best price possible for those shares to unreasonable downside risks having regard to their nature and purpose as investors.

For these purposes, the "Reasonably Foreseeable Future" means such time horizon as the General Partner considers reasonable to adopt from time to time having regard to (among other factors) the nature and duration of the expected future retirement benefits payable under the Philips Pension Fund at any time, provided that that time horizon shall always extend at least to the end of the Initial Period."

3.2 At the end of the Initial Period (as so defined) the amendment in Clause 3.1 of this letter agreement will cease to have effect and clause 2.4.3.1 of the Partnership Agreement will revert to the form it took immediately before this letter agreement took effect. No action taken in reliance upon the terms of Clause 2.4.3.1 as temporarily amended (and during the period of the temporary amendment) will be invalidated by that reversion.

3.3 In all other respects the Partnership Agreement remains unaltered.

4 Conflict between this letter and the Partnership Agreement

4.1 In the event of any conflict between the terms of this letter and the Partnership Agreement, the terms of this letter shall prevail.



5 Governing Law

5.1 This agreement shall be governed by and construed In accordance with the laws of Scotland.

5.2 Each of the Parties submits to the non-exclusive jurisdiction of the Court of Session in Scotland.

Please sign and date the enclosed copy of this letter where Indicated and return it to us to signify your acceptance of and binding agreement to its terms.

For and on behalf of Philips Pension Trustees Limited

Adrian Holmes
.....

Signature of witness

ADRIAN HOLMES
.....

Full name of above (print)

23 LESSOR FOXHOLES
.....

SHOREHAM - BY - SEA
.....

WEST SUSSEX BN43 5NT
.....

Address of witness

David Herbert Jordan
.....

Signature of Director

DAVID HERBERT JORDAN
.....

Full name of above (print)

12 FEBRUARY 2013
.....

Date of signing

HAYWARDS HEATH WEST SUSSEX
.....

Place of signing

Adrian Holmes
.....

Signature of witness

ADRIAN HOLMES
.....

Full name of above (print)

23 LESSOR FOXHOLES
.....

SHOREHAM - BY - SEA
.....

WEST SUSSEX BN43 5NT
.....

Address of witness

Suzanne Roberts
.....

Signature of Director

SUZANNE ROBERTS
.....

Full name of above (print)

12 FEBRUARY 2013
.....

Date of signing

GUILDFORD
.....

Place of signing



.....
.....

Signature of witness

..... ADRIAN HOLMES

Full name of above (print)

..... 23 LESSER FOXHOLES

..... S HORSHAM - BY - SEA

..... WEST SUSSEX BN43 5NT

Address of witness

.....
.....

Signature of Director

..... DAVID HERBERT JORDAN

Full name of above (print)

..... 12 FEBRUARY 2013

Date of signing

..... HAYWARDS HEATH, WEST SUSSEX

Place of signing

.....
.....

Signature of witness

..... ADRIAN HOLMES

Full name of above (print)

..... 23 LESSER FOXHOLES

..... S HORSHAM - BY - SEA

..... WEST SUSSEX BN43 5NT

Address of witness

.....
.....

Signature of Director

..... MARTIN ARMSTRONG

Full name of above (print)

..... 12 FEBRUARY 2013

Date of signing

..... Guildford, Surrey

Place of signing