

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

**SCHEDULE 13D/A**  
Under the Securities Exchange Act of 1934  
(Amendment No. 2)

**NXP Semiconductors N.V.**

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(Name of Issuer)

COMMON STOCK  
NOMINAL VALUE €.20 PER SHARE

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(Title of Class of Securities)

N6596X109

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(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

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

April 5, 2011

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(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*).

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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. 2, 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**”), 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, 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.

**Item 2. Identity and Background**

Item 2 of the Original 13D is hereby amended and supplemented by replacing the Schedule I referenced therein with Schedule I attached hereto.

**Item 4. Purpose of Transaction**

Item 4 of the Original 13D is hereby amended and supplemented by adding the following statement after the final paragraph thereof:

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 has 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. 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.

**Item 5. Interest in Securities of the Issuer**

Item 5 of the Original 13D is hereby amended and restated as follows:

(a) PPTL LP directly owns 35,533,214 shares of Common Stock representing approximately 14.17% of the outstanding Common Stock, based on 250,751,500 shares of Common Stock outstanding after the Offering (as reported in the Prospectus, dated March 30, 2011, filed pursuant to Rule 424(b)(4) by the Issuer on March 31, 2011, Registration No. 333-172713).

GP does not directly own any shares of Common Stock but, as the general partner of PPTL LP, has the power to direct the voting and disposition of all of the 35,533,214 shares of Common Stock held by PPTL LP. Philips Pension Trustees is the sole member of GP (and may therefore elect GP’s board of directors) and is the sole limited partner of PPTL LP. As such, the Reporting Persons may be deemed to have formed a group within the meaning of Section 13 of the Securities Exchange Act of 1934, as amended, and each of GP and Philips Pension Trustees may be deemed to possess shared beneficial ownership of the 35,533,214 shares of Common Stock held by PPTL LP.

KPENV may appoint the majority of the board of directors of Philips Pension Trustees. In addition, the Amended Transfer Agreement limits the ability of PPTL LP as the holder of the Transfer Shares to dispose of the Transfer Shares without the consent of KPENV. Furthermore, the Shareholders' Agreement grants KPENV the right to nominate one non-executive member of the Issuer's board of directors and requires PPTL LP to vote the Transfer Shares in favor of such nominee.

By virtue of (A) the Shareholders' Agreement, which contains (i) certain restrictions on the transfer of shares of Common Stock held by the parties thereto, (ii) certain agreements as to the voting of such shares, (iii) drag-along provisions requiring the sale of such shares in certain circumstances and (iv) tag-along provisions permitting the parties thereto to participate in the sale of Common Stock by another party, and (B) with respect to KPENV, the Amended Transfer Agreement, which contains the provisions described above, the Reporting Persons may be deemed to have formed a group, within the meaning of Section 13 of the Securities Exchange Act of 1934, as amended, and Rule 13d-5 promulgated thereunder, with KPENV and the other parties to the Shareholders' Agreement, including the consortium of funds advised by Kohlberg Kravis Roberts & Co. L.P., Bain Capital Partners, LLC, Silver Lake Management Company, L.L.C., Apax Partners LLP and AlpInvest Partners N.V. and NXP Co-Investment Partners L.P. (collectively, the "**Private Equity Consortium**"). As a result, beneficial ownership of the 132,762,570 shares of Common Stock held directly or indirectly by the Private Equity Consortium (as reported in the Prospectus, dated March 30, 2011, filed pursuant to Rule 424(b)(4) by the Issuer on March 31, 2011, Registration No. 333-172713), may be attributed to the Reporting Persons, which would result in the beneficial ownership by the Reporting Persons of 168,295,784 shares of Common Stock, representing approximately 67.1% of the outstanding Common Stock, based on 250,751,500 shares of Common Stock outstanding after the Offering. Notwithstanding the foregoing, the Reporting Persons disclaim membership in such group and disclaim beneficial ownership of all shares of Common Stock held directly or indirectly by the Private Equity Consortium.

The aggregate beneficial ownership that may be attributed to KPENV and the other parties to the Shareholders' Agreement (each, an "**Other Party**" and collectively, the "**Other Parties**") by virtue of any group that may be deemed to have been formed, as described above, is set forth in Schedule II attached hereto.

(b) The responses of the Reporting Persons to (i) Rows (7) through (10) of this Schedule 13D and (ii) Item 5(a) hereof are incorporated herein by reference. By virtue of the rights and obligations of Philips Pension Trustees and PPTL LP under the Shareholders' Agreement including those described in Item 5(a) hereof, the Reporting Persons may be deemed to share voting and dispositive power with respect to the 132,762,570 shares of Common Stock held directly or indirectly by the Private Equity Consortium but disclaim beneficial ownership of such shares. The number of shares of Common Stock as to which KPENV and each Other Party may be deemed to share voting or dispositive power, as well as the information required by Item 2 with respect to each such party, is set forth in Schedule II hereto.

(c) Aside from the Offering described in Item 4 hereof, the Reporting Persons have not effectuated any transactions in Common Stock during the past sixty days. Aside from the Offering, the Reporting Persons are not aware of any other transactions in Common Stock that were effected during the past sixty days by KPENV or any Other Party.

(d) The Reporting Persons have the right to receive or the power to direct the receipt of dividends from, or the proceeds from the sale of, the 35,533,214 shares of Common Stock held directly by PPTL LP. Pursuant to the Amended Transfer Agreement, PPTL LP and/or Philips Pension Trustees may be required under certain circumstances to make an additional payment to KPENV in respect of the such Common Stock, as described in Item 3 hereof. The description of the Purchase Price Adjustment set forth in Item 3 hereof, the terms of the Amended Transfer Agreement (attached hereto as Exhibit 1) and the terms of the Restated LP Agreement (attached hereto as Exhibit 5) are incorporated herein by reference.

(e) Not applicable.

**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 Offering described in Item 4 above, PPTL LP entered into the Underwriting Agreement, under which it agreed to, among other things, refrain from selling any shares of Common Stock for 90 days (subject to certain exceptions) without the prior written consent of the underwriters. This sale restriction was further memorialized in a letter dated March 30, 2011 from PPTL LP to Credit Suisse Securities (USA) LLC, Goldman, Sachs & Co. and Morgan Stanley & Co. Incorporated as representatives of the underwriters (the “**Secondary Offering Lock-Up Letter**”). The Underwriting Agreement is incorporated by reference in Item 7, the Secondary Offering Lock-Up Letter is attached hereto as Exhibit 9, and the terms of each 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 8: 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 (filed as Exhibit 1 to the Issuer’s Report on Form 6-K on April 5, 2011).\*\*

Exhibit 9: Lock-Up Letter, dated as of March 30, 2011, from PPTL LP to Credit Suisse Securities (USA) LLC, Goldman, Sachs & Co. and Morgan Stanley & Co. Incorporated.\*

\* Filed herewith

\*\* Incorporated herein by reference

**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: April 6, 2011

**PHILIPS PENSION TRUSTEES LIMITED**

/s/ H. Vivash

\_\_\_\_\_  
Name: H. Vivash

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



DIRECTORS AND EXECUTIVE OFFICERS OF  
PHILIPS PENSION TRUSTEES LIMITED, PPTL INVESTMENT LP  
AND PPTL INVESTMENT LIMITED

The name, business address and present principal occupation or employment, and the name and principal business of any corporation or other organization in which such employment is conducted, of each of the directors and executive officers of the Reporting Persons is set forth below. Except as set forth below, each of the directors and executive officers of each of the Reporting Persons is a citizen of the United Kingdom. The business address of each of the directors and executive officers of Philips Pension Trustees is Philips Centre, Guildford Business Park, Guildford, Surrey, GU2 8XH, United Kingdom, and the business address of each of the directors and officers of each of GP and PPTL LP is 15 Atholl Crescent, Edinburgh, EH3 8HA. The principal business of Philips Pension Trustees is to act as trustee of the Philips Pension Fund, a trust established under the laws of the United Kingdom to provide pension and retirement benefits for employees of Philips Electronics UK Limited. The principal business of PPTL LP is to carry on in Scotland and elsewhere the business of owning and managing such assets as may be contributed to PPTL LP from time to time. GP's principal business is to serve as general partner of PPTL LP and to be responsible for managing or supervising the management by authorized persons of the investments of the partnership.

Philips Pension Trustees Limited	
Name (Citizenship)	Present Principal Occupation or Employment
Mr. D. H. Jordan	Chairman of the Board of Directors of Philips Pension Trustees
Ms. S. Clements	Member of the Board of Directors of Philips Pension Trustees
Mr. W. W. Bryant	Member of the Board of Directors of Philips Pension Trustees
Mr. I. Huitson	Member of the Board of Directors of Philips Pension Trustees
Mr. C. Petrie	Member of the Board of Directors of Philips Pension Trustees
Mrs. S. Roberts	Member of the Board of Directors of Philips Pension Trustees
Mr. H. Vivash	Member of the Board of Directors of Philips Pension Trustees
Mr. C. Auton	Member of the Board of Directors of Philips Pension Trustees
Mr. R. Ayres	Member of the Board of Directors of Philips Pension Trustees
Mrs. M. Slater	Member of the Board of Directors of Philips Pension Trustees
Mr. M. R. Armstrong	Secretary and Member of the Board of Directors of Philips Pension Trustees
Mr. A. Holmes	Pension Manager, Philips Pension Trustees

PPTL Investment LP	
Name (Citizenship)	Present Principal Occupation or Employment
PPTL Investment Limited	The general partner of PPTL Investment LP

PPTL Investment Limited

Name (Citizenship)	Present Principal Occupation or Employment
Mr. D. H. Jordan	Director of PPTL Investment Limited and Chairman of the Board of Directors of Philips Pension Trustees
Mr. M. R. Armstrong	Director of PPTL Investment Limited and Member of the Board of Directors of Philips Pension Trustees

KPENV AND OTHER PARTIES TO SHAREHOLDERS' AGREEMENT

This Schedule II sets forth the information required by Items 2 and 5(a) and (b) for each of the parties to the Shareholders' Agreement other than Philips Pension Trustees and PPTL LP, to the extent such information is known by the Reporting Persons. Such information is derived from (i) representations made by the Issuer in the Prospectus, dated March 30, 2011, filed pursuant to Rule 424(b)(4) by the Issuer on March 31, 2011, Registration No. 333-172713, (ii) information set forth in the Shareholders' Agreement and (iii) with respect to KPENV, certain additional information provided by KPENV. While the Reporting Persons have no reason to believe that such information is not reliable, the Reporting Persons only accept responsibility for accurately reproducing such information and accept no further or other responsibility for such information.

A. KPENV

Item 2, Principal Business: Manufacture and distribution of electronic and electrical products

Item 2, Principal Office Address: Breitner Center, Amstelplein 2, 1096 BC Amsterdam, The Netherlands

Item 2, Place of Organization: The Netherlands

Item 5(a), Shares of Common Stock Deemed to Beneficially Own: 168,295,784\*

Item 5(a), Percentage of Outstanding Common Stock: 67.1%\*

Item 5(b), Deemed Shared Voting Power: 168,295,784\*

Item 5(b), Deemed Shared Dispositive Power: 168,295,784\*

\*On September 7, 2010, KPENV transferred the entirety of its holdings of Common Stock to Philips Pension Trustees (who subsequently transferred such holdings to PPTL LP) and no longer holds any Common Stock. Due to the governance arrangements among KPENV and the Reporting Persons (described in Item 5), and in light of certain provisions of the Shareholders' Agreement and Amended Transfer Agreement (each as described in Item 6), KPENV may be deemed to beneficially own shares of Common Stock held by the Reporting Persons and the Other Parties.

B. OTHER PARTIES

<b>Item 2, Party Name:</b>	<b>AlpInvest Partners CSI 2006 Lion C.V.</b>	<b>AlpInvest Partners Later Stage II-A Lion C.V.</b>	<b>Apax NXP VI 1 L.P.</b>	<b>Apax NXP VI A L.P.</b>
<b>Item 2, Principal Office Address:</b>	c/o Alpinvest Beheer, Jachthavenweg 118, 1081 KJ Amsterdam, The Netherlands	c/o Alpinvest Beheer, Jachthavenweg 118, 1081 KJ Amsterdam, The Netherlands	c/o Alpinvest Beheer, Jachthavenweg 118, 1081 KJ Amsterdam, The Netherlands	c/o Alpinvest Beheer, Jachthavenweg 118, 1081 KJ Amsterdam, The Netherlands
<b>Item 5(a), Shares of Common Stock Deemed to Beneficially Own:</b>	168,295,784	168,295,784	168,295,784	168,295,784
<b>Item 5(a), Percentage of Outstanding Common Stock:</b>	67.1%	67.1%	67.1%	67.1%
<b>Item 5(b), Deemed Shared Voting Power:</b>	168,295,784	168,295,784	168,295,784	168,295,784
<b>Item 5(b), Deemed Shared Dispositive Power:</b>	168,295,784	168,295,784	168,295,784	168,295,784

<b>Item 2, Party Name:</b>	<b>Meridian Holding S.a.r.l.</b>	<b>Apax NXP V A L.P.</b>	<b>Apax NXP V B-2 L.P.</b>	<b>Apax NXP US VII L.P.</b>
<b>Item 2, Principal Office Address:</b>	Unknown	Unknown	Unknown	Unknown
<b>Item 5(a), Shares of Common Stock Deemed to Beneficially Own:</b>	168,295,784	168,295,784	168,295,784	168,295,784
<b>Item 5(a), Percentage of Outstanding Common Stock:</b>	67.1%	67.1%	67.1%	67.1%
<b>Item 5(b), Deemed Shared Voting Power:</b>	168,295,784	168,295,784	168,295,784	168,295,784
<b>Item 5(b), Deemed Shared Dispositive Power:</b>	168,295,784	168,295,784	168,295,784	168,295,784

<b>Item 2, Party Name:</b>	<b>Bain Capital Lion Holdings L.P.</b>	<b>Bain Capital Fund IX L.P.</b>	<b>Bain Pumbaa LuxCo S.a.r.l.</b>	<b>NXP Co-Investment Partners L.P.</b>
<b>Item 2, Principal Office Address:</b>	111 Huntington Avenue, Boston, MA 02199, U.S.A.	111 Huntington Avenue, Boston, MA 02199, U.S.A.	Unknown	Unknown
<b>Item 5(a), Shares of Common Stock Deemed to Beneficially Own:</b>	168,295,784	168,295,784	168,295,784	168,295,784
<b>Item 5(a), Percentage of Outstanding Common Stock:</b>	67.1%	67.1%	67.1%	67.1%
<b>Item 5(b), Deemed Shared Voting Power:</b>	168,295,784	168,295,784	168,295,784	168,295,784
<b>Item 5(b), Deemed Shared Dispositive Power:</b>	168,295,784	168,295,784	168,295,784	168,295,784

<b>Item 2, Party Name:</b>	<b>NXP Co-Investment Investor S.a.r.l.</b>	<b>KKR NXP (Millenium) Limited</b>	<b>KKR NXP (2006) Limited</b>	<b>KKR NXP (European II) Limited</b>
<b>Item 2, Principal Office Address:</b>	Unknown	c/o Kohlberg Kravis Roberts & Co. L.P., 9 West 57 <sup>th</sup> Street, New York, NY 10019, U.S.A.	c/o Kohlberg Kravis Roberts & Co. L.P., 9 West 57 <sup>th</sup> Street, New York, NY 10019, U.S.A.	c/o Kohlberg Kravis Roberts & Co. L.P., 9 West 57 <sup>th</sup> Street, New York, NY 10019, U.S.A.
<b>Item 5(a), Shares of Common Stock Deemed to Beneficially Own:</b>	168,295,784	168,295,784	168,295,784	168,295,784
<b>Item 5(a), Percentage of Outstanding Common Stock:</b>	67.1%	67.1%	67.1%	67.1%
<b>Item 5(b), Deemed Shared Voting Power:</b>	168,295,784	168,295,784	168,295,784	168,295,784
<b>Item 5(b), Deemed Shared Dispositive Power:</b>	168,295,784	168,295,784	168,295,784	168,295,784

<b>Item 2, Party Name:</b>	<b>KKR Associates Europe II Limited Partnership</b>	<b>KKR NXP Investor S.a.r.l.</b>	<b>SLTI II Cayman NXP, L.P.</b>	<b>SLP II Cayman NXP, Ltd.</b>
<b>Item 2, Principal Office Address:</b>	c/o Kohlberg Kravis Roberts & Co. L.P., 9 West 57 <sup>th</sup> Street, New York, NY 10019, U.S.A.	Unknown	c/o 2775 Sand Hill Road, Suite 100, Menlo Park, CA 94025, U.S.A.	c/o 2775 Sand Hill Road, Suite 100, Menlo Park, CA 94025, U.S.A.
<b>Item 5(a), Shares of Common Stock Deemed to Beneficially Own:</b>	168,295,784	168,295,784	168,295,784	168,295,784
<b>Item 5(a), Percentage of Outstanding Common Stock:</b>	67.1%	67.1%	67.1%	67.1%
<b>Item 5(b), Deemed Shared Voting Power:</b>	168,295,784	168,295,784	168,295,784	168,295,784
<b>Item 5(b), Deemed Shared Dispositive Power:</b>	168,295,784	168,295,784	168,295,784	168,295,784

<b>Item 2, Party Name:</b>	SL II NXP S.a.r.l.	<b>Stichting Management Co-Investment NXP</b>
<b>Item 2, Principal Office Address:</b>	Unknown	Unknown
<b>Item 5(a), Shares of Common Stock Deemed to Beneficially Own:</b>	168,295,784	168,295,784
<b>Item 5(a), Percentage of Outstanding Common Stock:</b>	67.1%	67.1%
<b>Item 5(b), Deemed Shared Voting Power:</b>	168,295,784	168,295,784
<b>Item 5(b), Deemed Shared Dispositive Power:</b>	168,295,784	168,295,784

## C. ITEMS 2(D) &amp; (E)

Item 2(d) & (e): During the last five years, none of the persons listed on this Schedule II, to the knowledge of the Reporting Persons, (i) has been convicted in a criminal proceeding (excluding traffic violations or similar misdemeanors) or (ii) has been a party to a civil proceeding of a judicial or administrative body of competent jurisdiction as a result of which it was or is subject to a judgment, decree or final order enjoining future violations of, or prohibiting or mandating activities subject to, federal or state securities laws or finding any violation with respect to such laws.

**EXHIBIT INDEX**

- Exhibit 8 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 (filed as Exhibit 1 to the Issuer's Report on Form 6-K on April 5, 2011).\*\*
- Exhibit 9 Lock-Up Letter, dated as of March 30, 2011, from PPTL LP to Credit Suisse Securities (USA) LLC, Goldman, Sachs & Co. and Morgan Stanley & Co. Incorporated.\*

\* Filed herewith

\*\* Incorporated herein by reference

SECONDARY OFFERING LOCK-UP LETTER**LOCK-UP LETTER**

March 30, 2011

Credit Suisse Securities (USA) LLC  
Eleven Madison Avenue  
New York, New York 10010

Goldman, Sachs & Co.  
200 West Street  
New York, NY 10282

Morgan Stanley & Co. Incorporated  
1585 Broadway  
New York, New York 10036

As Representatives of the Underwriters (as defined below)

Ladies and Gentlemen:

The undersigned understands that you (the "**Representatives**") propose to enter into an Underwriting Agreement (the "**Underwriting Agreement**") with NXP Semiconductors N.V., a public company with limited liability (*naamloze vennootschap*) formed in The Netherlands (the "**Company**") and certain shareholders of the Company (the "**Selling Shareholders**"), providing for the public offering (the "**Public Offering**") by the several Underwriters, including the Representatives (the "**Underwriters**"), of 30,000,000 shares and, at the Underwriters' option, up to an additional 4,431,000 shares (collectively, the "**Shares**") of the ordinary shares, par value €0.20 per share, of the Company (the "**Ordinary Shares**").

To induce the Underwriters that may participate in the Public Offering to continue their efforts in connection with the Public Offering, the undersigned hereby agrees that, without the prior written consent of the Representatives on behalf of the Underwriters, it will not, during the period commencing on the date hereof and ending 90 days after the date of the final prospectus relating to the Public Offering (the "**Prospectus**"), (1) offer, pledge, sell, contract to sell, sell any option or contract to purchase, purchase any option or contract to sell, grant



any option, right or warrant to purchase, lend, or otherwise transfer or dispose of, directly or indirectly, any Ordinary Shares beneficially owned (as such term is used in Rule 13d 3 of the Securities Exchange Act of 1934, as amended (the "Exchange Act")), by the undersigned or any other securities so owned convertible into, exercisable or exchangeable for or representing Ordinary Shares or (2) enter into any swap or other arrangement that transfers to another, in whole or in part, any of the economic consequences of ownership of the Ordinary Shares, whether any such transaction described in clause (1) or (2) above is to be settled by delivery of Ordinary Shares or such other securities, in cash or otherwise. The foregoing sentence shall not apply to (a) transactions relating to Ordinary Shares or other securities acquired in open market transactions after the completion of the Public Offering, (b) transfers of Ordinary Shares or any security convertible into Ordinary Shares as a bona fide gift, (c) distributions or other transfers of Ordinary Shares or any security convertible into Ordinary Shares to partners, members, interest holders or stockholders of the undersigned or of any of the undersigned's affiliates (as such term is defined in Rule 405 of the Securities Act) or to any investment funds, pension funds, mutual funds or similar entities controlled, managed, advised by or affiliated with the undersigned, *provided* that (x) in the case of any transfer or distribution pursuant to clause (b) or (c), each donee, distributee or transferee, as the case may be, shall sign and deliver to the Representatives a lock-up letter in the form of this letter and (y) in the case of any transfer or distribution pursuant to clause (a), (b) or (c), no filing under the Exchange Act reporting a reduction in beneficial ownership of Ordinary Shares shall be required or shall be voluntarily made in respect of the transfer or distribution during the restricted period referred to in the foregoing sentence, (d) the sale of any Ordinary Shares or any security convertible into Ordinary Shares in connection with a "cashless exercise" of options or warrants, (e) the establishment of a trading plan pursuant to Rule 10b5-1 under the Exchange Act for the transfer of Ordinary Shares, *provided* that such plan does not provide for the transfer of Ordinary Shares during the restricted period and no public announcement or filing under the Exchange Act regarding the establishment of such plan shall be required or voluntarily made by or on behalf of the undersigned or the Company, (f) the tender of any Ordinary Shares in a public offer for all of the Ordinary Shares, and (g) the sale of the Shares to be sold under the Underwriting Agreement.

In addition, the undersigned agrees that, without the prior written consent of the Representatives on behalf of the Underwriters, it will not, during the period commencing on the date hereof and ending 90 days after the date of the Prospectus, make any demand for or exercise any right with respect to, the registration of any Ordinary Shares or any security convertible into, exercisable or exchangeable for or representing Ordinary Shares. The undersigned also agrees and consents to the entry of stop transfer instructions with the Company and the Company's transfer agent and registrar, as applicable, against the transfer of the undersigned's Ordinary Shares except in compliance with the foregoing restrictions.

If:

(1) during the last 17 days of the restricted period the Company issues an earnings release or material news or a material event relating to the Company occurs; or

(2) prior to the expiration of the restricted period, the Company announces that it will release earnings results during the 16-day period beginning on the last day of the restricted period;

the restrictions imposed by this agreement, shall continue to apply until the expiration of the 18-day period beginning on the issuance of the earnings release or the occurrence of the material news or material event, as applicable. The undersigned acknowledges that the Company has agreed in the Underwriting Agreement to provide written notice of any event that would result in an extension of the restricted period and agrees that any such notice properly delivered will be deemed to have been given to, and received by, the undersigned.

The undersigned understands that the Company, the Selling Shareholders and the Underwriters are relying upon this agreement in proceeding toward consummation of the Public Offering. The undersigned further understands that this agreement is irrevocable and shall be binding upon the undersigned's heirs, legal representatives, successors and assigns.

Whether or not the Public Offering actually occurs depends on a number of factors, including market conditions. Any Public Offering will only be made pursuant to an Underwriting Agreement, the terms of which are subject to negotiation between the Company, the Selling Shareholders and the Underwriters.

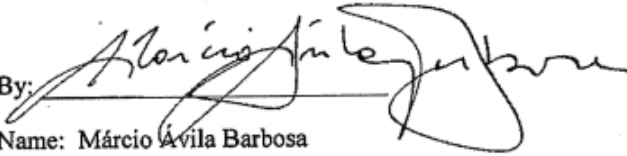
This Agreement shall terminate when (i) the conditions set out in Section 6 of the Underwriting Agreement have not been satisfied or waived by the relevant party by May 26, 2011; or (ii) the Underwriting Agreement terminates pursuant to Section 12 thereof.

This Agreement shall be governed by and construed in accordance with the laws of the State of New York.

*[Remainder of page intentionally left blank. Signature page follows.]*

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On behalf of PPTL Investment LP

By: 

Name: Márcio Ávila Barbosa

Title: Attorney-in-fact

*[Signature Page Lock-up Letter]*

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