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

FORM 6-K

**Report of Foreign Private Issuer
Pursuant to Rule 13a-16 or 15d-16
under the Securities Exchange Act of 1934**

June 14, 2016

NXP Semiconductors N.V.

(Exact name of registrant as specified in charter)

The Netherlands
(Jurisdiction of incorporation or organization)

60 High Tech Campus, 5656 AG, Eindhoven, The Netherlands
(Address of principal executive offices)

Indicate by check mark whether the registrant files or will file annual reports under cover of Form 20-F or Form 40-F.

Form 20-F Form 40-F

Indicate by check mark if the registrant is submitting the Form 6-K in paper as permitted by Regulation S-T Rule 101(b)(1).

Yes No

Indicate by check mark if the registrant is submitting the Form 6-K in paper as permitted by Regulation S-T Rule 101(b)(7).

Yes No

Indicate by check mark whether by furnishing the information contained in this Form, the registrant is also thereby furnishing the information to the Commission pursuant to Rule 12g3-2(b) under the Securities Exchange Act of 1934.

Yes No

Name and address of person authorized to receive notices
and communications from the Securities and Exchange Commission

Dr. Jean A.W. Schreurs
60 High Tech Campus
5656 AG Eindhoven – The Netherlands

On June 13, 2016, NXP Semiconductors N.V., a Dutch public limited liability company (the “Company”), entered into four Shareholders Agreement Amendments (each an “Amendment”) with the shareholders of the Company named in each such Amendment. A copy of each Amendment is filed herewith as Exhibits 1-4. Each of the shareholders agreements which is being amended by the attached Amendments has been filed as an exhibit to the Company’s annual report on Form 20-F for the year ended December 31, 2015.

Exhibits

- 1 Amendment, dated as of June 13, 2016, to the Shareholders Agreement dated as of December 7, 2015 among the Company and Blackstone Capital Partners (Cayman) V L.P., Blackstone Capital Partners (Cayman) V-A L.P., BCP (Cayman) V-S L.P., BCP V Co-Investors (Cayman) L.P., Blackstone Firestone Transaction Participation Partners (Cayman) L.P., Blackstone Firestone Principal Transaction Partners (Cayman) L.P., Blackstone Family Investment Partnership (Cayman) V L.P., Blackstone Family Investment Partnership (Cayman) V-SMD L.P. and Blackstone Participation Partnership (Cayman) V L.P.
- 2 Amendment, dated as of June 13, 2016, to the Shareholders Agreement dated as of December 7, 2015 among the Company and Carlyle Partners IV Cayman, L.P., CPIV Coinvestment Cayman, L.P., Carlyle Asia Partners II, L.P., CAP II Co-Investment, L.P., CEP II Participations S.a.r.l. SICAR, Carlyle Japan Partners, L.P. and CJP Co-Investment, L.P.
- 3 Amendment, dated as of June 13, 2016 to the Shareholders Agreement dated as of December 7, 2015 among the Company and P4 Sub L.P. 1, Permira IV L.P. 2, Permira Investments Limited and P4 Co-Investment L.P.
- 4 Amendment, dated as of June 13, 2016 to the Shareholders Agreement dated as of December 7, 2015 among the Company and TPG Partners IV — AIV, L.P., TPG Partners V — AIV, L.P., TPG FOF V-A, L.P. and TPG FOF V-B, L.P.

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned, thereunto duly authorized at Eindhoven, on the 14th day of June, 2016.

NXP Semiconductors N.V.

/s/ Dr. Jean A.W. Schreurs

Name: Dr. Jean A.W. Schreurs

Title: Authorized Signatory

This AMENDMENT TO THE SHAREHOLDERS AGREEMENT, dated as of June 13, 2016, (this "Amendment"), among NXP Semiconductors N.V., a public company with limited liability (*naamloze vennootschap*) incorporated under the laws of The Netherlands, registered with the Dutch Chamber of Commerce under number 34253298 and having its corporate seat (*statutaire zetel*) in Eindhoven (the "Company"), and the shareholders of the Company whose names appear on the signature pages hereto (such shareholders, collectively, the "Investor") hereby amends the Shareholders Agreement, dated as of December 7, 2015 (the "Shareholders Agreement"), by and among the Company and the Investor. Capitalized terms used herein but not otherwise defined shall have the meaning assigned such term in the Shareholders Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, representations, warranties and agreements contained in this Amendment, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the parties agree as follows:

1.1 Amendment to Section 1.1(c)(iii). Section 1.1(c)(iii) of the Shareholders Agreement is hereby deleted in its entirety.

1.2 Undertakings. From the date hereof and ending on September 4, 2016, the parties hereto agree to the following undertakings:

(a) The Investor agrees that it shall not exercise any rights accorded to the Investor pursuant to Section 3.1(e) of the Shareholders Agreement.

(b) The Investor shall not effect more than two (2) sales of the Company's Shares in the market (the "Blackstone Sales").

(c) The Investor agrees to provide each Other Holder who has executed an amendment to its applicable shareholders agreement with the Company an opportunity to participate in the Blackstone Sales on the same terms and conditions and on a pro rata basis.

(d) The Company agrees to use commercially reasonable efforts to cause its transfer agent, American Stock Transfer & Trust Company, LLC, to transfer as soon as reasonably practicable all remaining Shares beneficially owned by the Investor to a brokerage account designated by the Investor.

1.3 Counterparts. This Amendment may be executed in multiple counterparts, each of which when executed and delivered shall be deemed to be an original but all of which taken together shall constitute one and the same agreement.

1.4 Shareholders Agreement. Except as expressly amended by this Amendment, the terms of the Shareholders Agreement (and each party's rights and obligations thereunder) shall remain unchanged and continue in full force and effect.

1.5 Governing Law; Jurisdiction. This Amendment shall be governed by and construed in accordance with the Laws of the State of New York, without giving effect to any choice or conflict of Laws provision or rule (whether of the State of New York or any other jurisdiction) that would cause the application of the Laws of any jurisdiction other than the State of New York.

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have duly executed this Amendment by their authorized representatives as of the date first above written.

NXP Semiconductors N.V.

By: /s/ Guido Dierick

Name: Guido Dierick

Title: Executive Vice President and General Counsel

**BLACKSTONE CAPITAL PARTNERS (CAYMAN) V
L.P.**

By: Blackstone Management Associates (Cayman) V
L.P., its general partner

By: BCP V GP L.L.C., its general partner

By: /s/ Christopher Striano

Name: Christopher Striano

Title: Authorized Person

**BLACKSTONE CAPITAL PARTNERS (CAYMAN) V-A
L.P.**

By: Blackstone Management Associates (Cayman) V
L.P., its general partner

By: BCP V GP L.L.C., its general partner

By: /s/ Christopher Striano

Name: Christopher Striano

Title: Authorized Person

BCP (CAYMAN) V-S L.P.

By: Blackstone Management Associates (Cayman) V
L.P., its general partner

By: BCP V GP L.L.C., its general partner

By: /s/ Christopher Striano
Name: Christopher Striano
Title: Authorized Person

BCP V CO-INVESTORS (CAYMAN) L.P.

By: Blackstone Management Associates (Cayman) V
L.P., its general partner

By: BCP V GP L.L.C., its general partner

By: /s/ Christopher Striano
Name: Christopher Striano
Title: Authorized Person

**BLACKSTONE FIRESTONE TRANSACTION
PARTICIPATION PARTNERS (CAYMAN) L.P.**

By: Blackstone Management Associates (Cayman) V
L.P., its general partner

By: BCP V GP L.L.C., its general partner

By: /s/ Christopher Striano

Name: Christopher Striano

Title: Authorized Person

**BLACKSTONE FIRESTONE PRINCIPAL
TRANSACTION PARTNERS (CAYMAN) L.P.**

By: Blackstone Management Associates (Cayman) V
L.P., its general partner

By: BCP V GP L.L.C., its general partner

By: /s/ Christopher Striano

Name: Christopher Striano

Title: Authorized Person

**BLACKSTONE FAMILY INVESTMENT PARTNERSHIP
(CAYMAN) V L.P.**

By: BCP V GP L.L.C., its general partner

By: /s/ Christopher Striano

Name: Christopher Striano

Title: Authorized Person

**BLACKSTONE FAMILY INVESTMENT PARTNERSHIP
(CAYMAN) V-SMD L.P.**

By: Blackstone Family GP L.L.C., its general partner

By: /s/ Christopher Striano

Name: Christopher Striano

Title: Authorized Person

**BLACKSTONE PARTICIPATION PARTNERSHIP
(CAYMAN) V L.P.**

By: BCP V GP L.L.C., its general partner

By: /s/ Christopher Striano
Name: Christopher Striano
Title: Authorized Person

This AMENDMENT TO THE SHAREHOLDERS AGREEMENT, dated as of June 13, 2016, (this "Amendment"), among NXP Semiconductors N.V., a public company with limited liability (*naamloze vennootschap*) incorporated under the laws of The Netherlands, registered with the Dutch Chamber of Commerce under number 34253298 and having its corporate seat (*statutaire zetel*) in Eindhoven (the "Company"), and the shareholders of the Company whose names appear on the signature pages hereto (such shareholders, collectively, the "Investor") hereby amends the Shareholders Agreement, dated as of December 7, 2015 (the "Shareholders Agreement"), by and among the Company and the Investor. Capitalized terms used herein but not otherwise defined shall have the meaning assigned such term in the Shareholders Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, representations, warranties and agreements contained in this Amendment, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the parties agree as follows:

1.1 Amendment to Section 1.1(c)(iii). Section 1.1(c)(iii) of the Shareholders Agreement is hereby deleted in its entirety.

1.2 Participation in Sales of Shares. From the date hereof and ending on September 4, 2016, the parties hereto agree to the following:

(a) The Investor has the option, but not the obligation, to participate in any sales by the Blackstone Investor (the "Blackstone Sales") on the same terms and conditions as the Blackstone Investor and on a pro rata basis. The Investor shall not sell any of its remaining Shares to be released pursuant to Section 1.2(c) hereof other than in connection with the Blackstone Sales.

(b) The Investor may continue to otherwise sell any remaining Shares released to the Investor on June 6, 2016.

(c) The Company agrees to use commercially reasonable efforts to cause its transfer agent, American Stock Transfer & Trust Company, LLC, to transfer as soon as reasonably practicable all remaining Shares beneficially owned by the Investor to a brokerage account designated by the Investor.

1.3 Counterparts. This Amendment may be executed in multiple counterparts, each of which when executed and delivered shall be deemed to be an original but all of which taken together shall constitute one and the same agreement.

1.4 Shareholders Agreement. Except as expressly amended by this Amendment, the terms of the Shareholders Agreement (and each party's rights and obligations thereunder) shall remain unchanged and continue in full force and effect.

1.5 Governing Law; Jurisdiction. This Amendment shall be governed by and construed in accordance with the Laws of the State of New York, without giving effect to any choice or conflict of Laws provision or rule (whether of the State of New York or any other jurisdiction) that would cause the application of the Laws of any jurisdiction other than the State of New York.

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have duly executed this Amendment by their authorized representatives as of the date first above written.

NXP Semiconductors N.V.

By: /s/ Guido Dierick

Name: Guido Dierick

Title: Executive Vice President and General Counsel

CARLYLE PARTNERS IV CAYMAN, L.P.

By: TC Group IV Cayman, L.P., its general partner

By: CP IV GP, Ltd., its general partner

By: /s/ Daniel A. D'Aniello

Name: Daniel A. D'Aniello

Title: Managing Director

CPIV COINVESTMENT CAYMAN, L.P.

By: TC Group IV Cayman, L.P., its general partner

By: CP IV GP, Ltd., its general partner

By: /s/ Daniel A. D'Aniello

Name: Daniel A. D'Aniello

Title: Managing Director

CARLYLE ASIA PARTNERS II, L.P.

By: CAP II General Partner, L.P., its general partner

By: CAP II, Ltd., its general partner

By: /s/ Daniel A. D'Aniello

Name: Daniel A. D'Aniello

Title: Managing Director

CAP II CO-INVESTMENT, L.P.

By: CAP II General Partner, L.P., its general partner

By: CAP II, Ltd., its general partner

By: /s/ Daniel A. D'Aniello

Name: Daniel A. D'Aniello

Title: Managing Director

CEP II PARTICIPATIONS S.A.R.L SICAR

By: /s/ Andrew Howlett - Bolton

Name: Andrew Howlett - Bolton

Title: Manager and authorized representative of
CEP II Managing GP Holdings, Ltd.

CARLYLE JAPAN PARTNERS, L.P.

By: CJP General Partner, L.P., its general partner

By: Carlyle Japan Ltd., its general partner

By: /s/ Daniel A. D'Aniello

Name: Daniel A. D'Aniello

Title: Managing Director

CJP CO-INVESTMENT, L.P.

By: CJP General Partner, L.P., its general partner

By: Carlyle Japan Ltd., its general partner

By: /s/ Daniel A. D'Aniello

Name: Daniel A. D'Aniello

Title: Managing Director

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NXP Semiconductors N.V.

By: /s/ Guido Dierick

Name: Guido Dierick

Title: Executive Vice President and General Counsel

P4 SUB L.P. 1

By: Permira IV Managers L.P., its manager

By: Permira IV Managers Limited, its general partner

By: /s/ David Emery

Name: David Emery

Title: Alternate Director

PERMIRA IV L.P. 2

By: Permira IV Managers L.P., its manager

By: Permira IV Managers Limited, its general partner

By: /s/ David Emery

Name: David Emery

Title: Alternate Director

PERMIRA INVESTMENTS LIMITED

By: Permira Nominees Limited, as nominee

By: /s/ David Emery

Name: David Emery

Title: Alternate Director

P4 CO-INVESTMENT L.P.

By: Permira IV G.P. L.P., its manager

By: Permira IV GP Limited, its general partner

By: /s/ David Emery

Name: David Emery

Title: Alternate Director

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NXP Semiconductors N.V.

By: /s/ Guido Dierick

Name: Guido Dierick

Title: Executive Vice President and General Counsel

TPG PARTNERS IV — AIV, L.P.

By: TPG GenPar IV-AIV, L.P., its general partner

By: TPG Advisors IV-AIV, Inc., its general partner

By: /s/ Clive Bode

Name: Clive Bode

Title: Vice President

TPG PARTNERS V — AIV, L.P.

By: TPG GenPar V-AIV, L.P., its general partner

By: TPG Advisors V-AIV, Inc., its general partner

By: /s/ Clive Bode

Name: Clive Bode

Title: Vice President

TPG FOF V-A, L.P.

By: TPG GenPar V, L.P., its general partner

By: TPG GenPar V Advisors, LLC, its general partner

By: /s/ Clive Bode

Name: Clive Bode

Title: Vice President

TPG FOF V-B, L.P.

By: TPG GenPar V, L.P., its general partner

By: TPG GenPar V Advisors, LLC, its general partner

By: /s/ Clive Bode

Name: Clive Bode

Title: Vice President