

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

SCHEDULE 13D

Under the Securities Exchange Act of 1934  
(Amendment No. 6)\*

Advanced Micro Devices, Inc.

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(Name of Issuer)

Common Stock, par value \$0.01 per share

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(Title of Class of Securities)

007903107

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(CUSIP Number)

Mubadala Development Company PJSC

Attention: Shahzad Khan

P.O. Box 45005

Abu Dhabi

United Arab Emirates

+971 2 413 0000

Copies to:

John D. Wilson, Esq.  
Shearman & Sterling LLP  
535 Mission Street, 25<sup>th</sup> Floor  
San Francisco, CA 94105  
(415) 616-1100

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

September 2, 2016

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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 .

Note: Schedules filed in paper format shall include a signed original and five copies of the schedule, including all exhibits. See § 240.13d-7 for other parties to whom copies are to be sent.

\* 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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**SCHEDULE 13D**

CUSIP No. 007903107
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1	NAME OF REPORTING PERSONS I.R.S. IDENTIFICATION NOS. OF ABOVE PERSONS (ENTITIES ONLY)  Mubadala Development Company PJSC	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (See Instructions) (a) <input type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS (See Instructions)  OO	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) or 2(e) <input type="checkbox"/>  Not applicable.	
6	CITIZENSHIP OR PLACE OF ORGANIZATION  The Emirate of Abu Dhabi, United Arab Emirates	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER  Not applicable.
	8	SHARED VOTING POWER  216,906,166
	9	SOLE DISPOSITIVE POWER  Not applicable.
	10	SHARED DISPOSITIVE POWER  216,906,166
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON  216,906,166	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (See Instructions) <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)  27.26% <sup>1</sup>	
14	TYPE OF REPORTING PERSON (See Instructions)  CO	

<sup>1</sup> The percentage of the class is based on 795,557,811 shares of common stock of the issuer outstanding as of July 21, 2016, as reported in the issuer's most recent Quarterly Report on Form 10-Q, filed on July 26, 2016, plus the warrants to purchase 75,000,000 shares of common stock issued to the Reporting Persons on August 30, 2016 in the transactions described in Item 4 of this statement. Exercise of such warrants is not permitted if doing so would cause the Reporting Person, together with its affiliates, to own more than 19.9% of the outstanding common stock of the issuer at any one time.

**SCHEDULE 13D**

CUSIP No. 007903107
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1	NAME OF REPORTING PERSONS I.R.S. IDENTIFICATION NOS. OF ABOVE PERSONS (ENTITIES ONLY)  West Coast Hitech L.P.	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (See Instructions) (a) <input type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS (See Instructions)  OO	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) or 2(e) <input type="checkbox"/>  Not applicable.	
6	CITIZENSHIP OR PLACE OF ORGANIZATION  Cayman Islands	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER  Not applicable.
	8	SHARED VOTING POWER  216,906,166
	9	SOLE DISPOSITIVE POWER  Not applicable.
	10	SHARED DISPOSITIVE POWER  216,906,166
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON  216,906,166	
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14	TYPE OF REPORTING PERSON (See Instructions)  PN	

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**SCHEDULE 13D**

CUSIP No. 007903107
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1	NAME OF REPORTING PERSONS I.R.S. IDENTIFICATION NOS. OF ABOVE PERSONS (ENTITIES ONLY)  West Coast Hitech G.P., Ltd.	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (See Instructions) (a) <input type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS (See Instructions)  OO	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) or 2(e) <input type="checkbox"/>  Not applicable.	
6	CITIZENSHIP OR PLACE OF ORGANIZATION  Cayman Islands	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER  Not applicable.
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This Amendment No. 6 amends and supplements the Statement on Schedule 13D originally filed by the Reporting Persons with the Securities and Exchange Commission on October 16, 2008, as amended prior to the date hereof (the "Original Report"), with respect to the Common Stock, par value \$0.01 per share (the "Common Stock"), of Advanced Micro Devices, Inc. (the "Issuer", or "AMD"), with its principal executive offices located at One AMD Place, Sunnyvale, CA 94088-3453. Unless otherwise indicated, each capitalized term used but not defined herein shall have the meaning assigned to such term in the Original Report. The Original Report, as amended by this Amendment No. 6, is hereinafter referred to as the "Schedule 13D."

The descriptions contained in the Schedule 13D of certain agreements and documents are qualified in their entirety by reference to the complete texts of such agreements and documents, which have been filed as exhibits to the Schedule 13D and incorporated by reference herein.

The purpose of this Amendment No. 6 is to update Items 3 and 4 to reflect the acquisition of the 2016 Warrants (as defined below) described therein.

**Item 3. Source and Amount of Funds or Other Considerations.**

The response set forth in Item 3 of the Original Report is hereby amended to add the following:

No cash or other assets were exchanged in consideration for the 2016 Warrants (as defined below). The 2016 Warrants were issued as part of the consideration for transactions described in Item 4, below.

**Item 4. Purpose of Transaction.**

The response set forth in Item 4 of the Original Report is hereby amended to add the following:

Pursuant to an amendment to the Agreement (the "Agreement Amendment No. 2"), for so long as Holder owns 10% of the outstanding common stock, or warrants to purchase such stock, of AMD, AMD will (subject to applicable law) cause its board of directors to nominate a person designated by Holder for election to AMD's board of directors.

In connection with a commercial agreement between AMD and an affiliate of Holder, AMD agreed to grant warrants (the "2016 Warrants") to an affiliate of Holder to purchase an additional 75,000,000 Shares at an exercise price of \$5.98 per Share (as may be adjusted pursuant to the terms of the 2016 Warrants). The 2016 Warrants were subsequently transferred to Holder. The 2016 Warrants became exercisable with respect to 50 million Shares upon issue, will become exercisable with respect to 25 million Shares on August 30, 2017 and expire on February 29, 2020. In addition, Holder may not exercise the 2016 Warrants if doing so would cause it, together with its affiliates, to own more than 19.9% of the outstanding common stock of AMD at any one time.

The total beneficial ownership of the Reporting Persons is 216,906,166 Shares, as reflected herein, which number includes the Shares that may be purchased upon exercise of the 2016 Warrants.

The foregoing description of the Agreement Amendment No. 2 is qualified in its entirety by reference to the full text of the Agreement Amendment No. 2, incorporated by reference herein as Exhibit 99.7 hereto. The foregoing description of the 2016 Warrants is qualified in its entirety by reference to the full text of the 2016 Warrants, incorporated herein by reference herein as Exhibit 99.8 hereto.

**Item 7. Materials to be Filed as Exhibits.**

<b>Exhibit No.</b>	<b>Description of Exhibit</b>
99.1	Power of Attorney, dated August 30, 2016, relating to Mubadala Development Company PJSC.
99.2	Power of Attorney (incorporated by reference from Exhibit 99.2 to the Schedule 13G filed by the Reporting Persons on November 27, 2007).
99.3	Agreement of Joint Filing (incorporated by reference from Exhibit 99.3 to the Schedule 13D filed by the Reporting Persons on October 16, 2008).
99.4	Master Transaction Agreement by and among Advanced Micro Devices, Inc., Advanced Technology Investment Company LLC and West Coast Hitech L.P. (incorporated by reference from Exhibit 10.1 to AMD's Current Report on Form 8-K, filed on October 16, 2008).
99.5	Amendment to Master Transaction Agreement by and among Advanced Micro Devices, Inc., Advanced Technology Investment Company LLC and West Coast Hitech L.P. (incorporated by reference from Exhibit 10.1 to AMD's Current Report on Form 8-K, filed on December 5, 2008).
99.6	Warrant to Purchase 35,000,000 Shares of Common Stock of Advanced Micro Devices, Inc. (incorporated by reference from Exhibit 4.1 to AMD's Registration Statement on Form S-3, filed on March 2, 2009).
99.7	Amendment No. 2 to Master Transaction Agreement, among Advanced Micro Devices, Inc., Mubadala Technology Investments LLC, and West Coast Hitech L.P., dated August 30, 2016.
99.8	Warrant to Purchase 75,000,000 Shares of Common Stock of Advanced Micro Devices, Inc. (incorporated by reference from Exhibit 10.1 to AMD's Current Report on Form 8-K, filed on August 31, 2016).

**SIGNATURE**

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

Dated: September 2, 2016

**MUBADALA DEVELOPMENT COMPANY PJSC**

By: /s/ Samak L. Azar

Name: Samak L. Azar

Title: Authorized Signatory

**WEST COAST HITECH L.P. by its general partner, WEST COAST HITECH G.P., LTD.**

By: /s/ Samak L. Azar

Name: Samak L. Azar

Title: Authorized Signatory

**WEST COAST HITECH G.P., LTD.**

By: /s/ Samak L. Azar

Name: Samak L. Azar

Title: Authorized Signatory

## EXHIBIT INDEX

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**POWER OF ATTORNEY**

KNOW ALL PERSONS BY THESE PRESENTS that MUBADALA DEVELOPMENT COMPANY PJSC (the "Company") does hereby make, constitute and appoint Alastair Fiddes, Shahzad Khan and Samak Azar, each acting individually, its true and lawful attorney, to execute and deliver in its name and on its behalf whether the Company is acting individually or as representative of others, any and all filings required to be made by the Company under the Securities Exchange Act of 1934, (as amended, the "Act"), with respect to securities which may be deemed to be beneficially owned by the Company under the Act, giving and granting unto each said attorney-in-fact power and authority to act in the premises as fully and to all intents and purposes as the Company might or could do if personally present by one of its authorized signatories, hereby ratifying and confirming all that said attorney-in-fact shall lawfully do or cause to be done by virtue hereof.

THIS POWER OF ATTORNEY shall remain in full force and effect until December 31, 2018 or until such time as the person or persons to whom power of attorney has been hereby granted cease(s) to be an employee of Mubadala Development Company PJSC or one of its affiliates.

IN WITNESS WHEREOF, the undersigned has duly subscribed these presents as of August 30, 2016.

**MUBADALA DEVELOPMENT COMPANY PJSC**

*By: /s/ Samer Halawa*

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*Name: Samer Halawa*  
*Title: Authorized Representative*

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THIS AMENDMENT TO MASTER TRANSACTION AGREEMENT (this "Amendment"), dated as of August 30, 2016, amends the Master Transaction Agreement (the "Master Transaction Agreement"), dated as of October 6, 2008, as amended on December 5, 2008, among Advanced Micro Devices, Inc., a Delaware corporation ("Discovery"), Mubadala Technology Investments LLC, as successor in interest to Advanced Technology Investment Company LLC, a limited liability company established under the laws of the Emirate of Abu Dhabi and wholly owned by the Government of the Emirate of Abu Dhabi ("Oyster"), and West Coast Hitech L.P., an exempted limited partnership organized under the laws of the Cayman Islands ("Pearl"), acting through its general partner, West Coast Hitech G.P., Ltd., a corporation organized under the laws of the Cayman Islands. Capitalized terms used but not defined herein shall have the meanings assigned to such terms of the Master Transaction Agreement.

WHEREAS, the Parties hereto desire to amend the Master Transaction Agreement in accordance with Section 14.06 of the Master Transaction Agreement;

NOW, THEREFORE, in consideration of the premises and the mutual agreements and covenants hereinafter set forth, and intending to be legally bound, the Parties hereto hereby agree as follows:

Section 1. Amendments to Terms of the Master Transaction Agreement.

(a) Section 9.01 of the Master Transaction Agreement is hereby amended by adding the below sentence to the end of Section 9.01:

For so long as Pearl or any of its affiliates owns any portion the warrant dated August 30, 2016 issued by Discovery, any shares issuable upon the exercise of such portion of such warrant shall be treated as beneficially owned by Pearl for purpose of this Section 9.01.

(b) Section 9.06 of the Master Transaction Agreement is hereby amended and restated in its entirety to read as follows:

From and after the Closing Date, until such time as Pearl (together with any Permitted Transferees to whom Pearl has transferred beneficial ownership of Discovery Common Stock) shall beneficially own (within the meaning of the Exchange Act), in the aggregate, less than ten percent (10%) of the Discovery Common Stock then outstanding, regardless of whether Pearl is an "affiliate" of Discovery (as defined in Rule 144(a)(1), promulgated by the SEC under the Securities Act), Pearl and such Permitted Transferees may only resell shares of Discovery Common Stock owned prior to the date hereof, which for the avoidance of doubt, shall not include shares acquired after the date hereof pursuant to the exercise of warrants (i) in connection with a bona fide pledge or other hypothecation or transfer in connection with a financing transaction secured by a pledge of Pearl's Discovery Common Stock, (ii) by means of an underwritten public offering pursuant to an effective registration statement under the Securities Act, (iii) pursuant to Rule 144 or (iv) in a private sale pursuant to a so-called 4(1 ½) transaction under the Securities Act; provided, however, that in no event shall any such resales exceed 40,569,706 shares of Discovery Common Stock in the aggregate to any one party and its affiliates and provided further that in no event shall any such resales be to a party set forth on Exhibit A hereto. Notwithstanding the foregoing, Pearl or its Permitted Transferees may sell or transfer, including transfer by operation of law, shares of Discovery Common Stock to any Permitted Transferee. Pearl shall provide Discovery with notice of such sale or transfer, and upon such sale or transfer, any such Permitted Transferee shall be bound by the provisions of this Section 9.06 and shall provide a written agreement or undertaking to such effect, in form and substance reasonably satisfactory to Discovery.

Section 2. Severability. If any term or other provision of this Amendment is invalid, illegal or incapable of being enforced by any Law or public policy, all other terms and provisions of this Amendment shall nevertheless remain in full force and effect for so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to either Party. 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 Amendment so as to effect the original intent of the Parties as closely as possible in an acceptable manner in order that the transactions contemplated hereby are consummated as originally contemplated to the greatest extent possible.

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Section 3. Counterparts. This Amendment may be executed and delivered (including by facsimile transmission) in one or more counterparts, and by the different Parties in separate counterparts, each of which when executed shall be deemed to be an original, but all of which taken together shall constitute one and the same agreement.

Section 4. Effect of this Amendment to Master Transaction Agreement. From and after the execution of a counterpart hereof by the Parties hereto, any reference to the Master Transaction Agreement shall be deemed to be a reference to the Master Transaction Agreement as amended hereby. Except as expressly amended hereby, the terms and conditions of the Master Transaction Agreement shall remain unchanged and in full force and effect.

Section 5. Governing Law. This Amendment shall be governed by, and construed in accordance with, the Laws of the State of New York applicable to contracts executed in and to be performed in that State, without regard to principles of the conflict of laws.

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IN WITNESS WHEREOF, the Parties have caused this Amendment to Master Transaction Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

ADVANCED MICRO DEVICES, INC.

By: /s/ Devinder Kumar  
Name: /s/ Devinder Kumar  
Title: Senior Vice President, Chief Financial Officer and Treasurer

MUBADALA TECHNOLOGY INVESTMENTS LLC,  
as successor in interest to Advanced Technology Investment Company LLC

By: /s/ Samak L. Azar  
Name: Samak L. Azar  
Title: Authorized Signatory

WEST COAST HITECH L.P.

By: West Coast Hitech G.P., Ltd., its general partner

By: /s/ Shahzad Khan  
Name: Shahzad Khan  
Title: Authorized Signatory

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