

---

**SECURITIES AND EXCHANGE COMMISSION**  
**WASHINGTON, D.C. 20549**

---

**SCHEDULE 13D**

**Under the Securities Exchange Act of 1934**  
**(Amendment No. 1)\***

---

**SPANSION INC.**  
(Name of Issuer)

**CLASS A COMMON STOCK, PAR VALUE \$0.001 PER SHARE**  
(Title of Class of Securities)

**84649R 10 1**  
(CUSIP Number)

**Harry A. Wolin, Esq.**  
**Senior Vice President and General Counsel**  
**One AMD Place**  
**P.O. Box 3453**  
**Sunnyvale, California 94088**  
**(408) 749-4000**

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

**COPIES TO:**

**Tad J. Freese, Esq.**  
**Latham & Watkins LLP**  
**140 Scott Drive**  
**Menlo Park, California 94025**  
**(650) 328-4600**

---

**November 21, 2006**  
(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 which is the subject of this Schedule 13D, and is filing this schedule because of Rule 13d-1(e), 13d-1(f) or 13d-1(g), check the following box .

*Note.* Schedules filed in paper format shall include a signed original and five copies of this schedule, including all exhibits. See Rule 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*)

(Continued on following pages)

(Page 1 of 10 Pages)

**1** NAME OF REPORTING PERSONS  
I.R.S. IDENTIFICATION NOS. OF ABOVE PERSONS (ENTITIES ONLY)

Advanced Micro Devices, Inc.

**2** CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP

(a)

(b)

**3** SEC USE ONLY

**4** SOURCE OF FUNDS

Not Applicable

**5** CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) or 2(e)

**6** CITIZENSHIP OR PLACE OF ORGANIZATION

Delaware

**7** SOLE VOTING POWER

NUMBER OF SHARES

27,529,403

BENEFICIALLY OWNED BY

**8** SHARED VOTING POWER

0

EACH

**9** SOLE DISPOSITIVE POWER

REPORTING

27,529,403

PERSON

**10** SHARED DISPOSITIVE POWER

WITH

0

**11** AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON

27,529,403

**12** CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES

**13** PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)

21.3%

**14** TYPE OF REPORTING PERSON

CO

1 NAME OF REPORTING PERSONS  
I.R.S. IDENTIFICATION NOS. OF ABOVE PERSONS (ENTITIES ONLY)

AMD (U.S.) Holdings, Inc.

2 CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP\*  
(a)   
(b)

3 SEC USE ONLY

4 SOURCE OF FUNDS

Not Applicable

5 CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) or 2(e)

6 CITIZENSHIP OR PLACE OF ORGANIZATION

Delaware

7 SOLE VOTING POWER

NUMBER OF  
SHARES

27,529,403

8 SHARED VOTING POWER

BENEFICIALLY  
OWNED BY

0

9 SOLE DISPOSITIVE POWER

EACH  
REPORTING  
PERSON

27,529,403

10 SHARED DISPOSITIVE POWER

WITH

0

11 AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON

27,529,403

12 CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES

13 PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)

21.3%

14 TYPE OF REPORTING PERSON

CO

1 NAME OF REPORTING PERSONS  
I.R.S. IDENTIFICATION NOS. OF ABOVE PERSONS (ENTITIES ONLY)

AMD Investments, Inc.

2 CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP\*  
(a)   
(b)

3 SEC USE ONLY

4 SOURCE OF FUNDS

Not Applicable

5 CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) or 2(e)

6 CITIZENSHIP OR PLACE OF ORGANIZATION

Delaware

7 SOLE VOTING POWER

NUMBER OF  
SHARES

27,529,403

8 SHARED VOTING POWER

BENEFICIALLY  
OWNED BY

0

9 SOLE DISPOSITIVE POWER

EACH  
REPORTING  
PERSON

27,529,403

10 SHARED DISPOSITIVE POWER

WITH

0

11 AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON

27,529,403

12 CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES

13 PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)

21.3%

14 TYPE OF REPORTING PERSON

CO

This Amendment No. 1 to Schedule 13D (the "Amendment") relating to the shares of Class A common stock, \$0.001 par value per share (each a "Share" and collectively, the "Shares"), of Spansion Inc., a Delaware corporation (the "Issuer"), hereby supplements and amends the Schedule 13D jointly filed on December 28, 2005 (the "Schedule 13D") by Advanced Micro Devices, Inc., a Delaware corporation ("AMD"), AMD (U.S.) Holdings, Inc., a Delaware corporation and wholly-owned subsidiary of AMD ("AMD US Holdings"), and AMD Investments, Inc., a Delaware corporation and indirect wholly-owned subsidiary of AMD ("AMD Investments") (each a "Reporting Person," and collectively, the "Reporting Persons"). Capitalized terms used but not defined in this Amendment have the respective meanings given them in the Schedule 13D.

**Item 2. Identity and Background.**

Annex I to Item 2 to the Schedule 13D is amended and restated in its entirety as set forth on Annex I hereto.

**Item 4. Purpose of Transaction.**

Item 4(a) of the Schedule 13D is amended and supplemented as follows:

On November 21, 2006, the Reporting Persons sold 21,000,000 Shares in an underwritten public offering (the "Offering") pursuant to an underwriting agreement dated as of November 15, 2006 (the "Underwriting Agreement") by and among AMD Investments, Fujitsu Limited ("Fujitsu"), the Issuer and Citigroup Global Markets Inc. ("Citigroup") and Credit Suisse Securities (USA) LLC (together with Citigroup, the "Representatives"), as representatives of the several underwriters party to the Underwriting Agreement. A copy of the Underwriting Agreement is attached hereto as Exhibit 13 and incorporated herein by reference.

This Item 4 is qualified in its entirety by the Underwriting Agreement, which is filed as Exhibit 13 hereto and incorporated by reference into this Item 4.

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

Item 5(a) of the Schedule 13D is amended and restated in its entirety as follows:

(a) The Issuer's common stock consists of four classes of stock, Class A common stock, Class B common stock, Class C common stock and Class D common stock. As of November 21, 2006, according to information provided to the Reporting Persons by the Issuer, 128,969,024 shares of Class A common stock are issued and outstanding; one share of Class B common stock is issued and outstanding; one share of Class C common stock is issued and outstanding; and no shares of Class D common stock are issued and outstanding.

The Reporting Persons, comprising a "group" within the meaning of Section 13(d)(3) of the Exchange Act of 1934, as amended, beneficially own 27,529,402 shares of the Issuer's Class A common stock and the one outstanding share of the Issuer's Class B common stock. In addition, Fujitsu, which also comprises a "group" with the Reporting Persons with respect to matters under the Stockholders Agreement described in Item 6 below, owns 18,352,934 shares of

the Issuer's Class A common stock and the one outstanding share of the Issuer's Class C common stock.

The Reporting Persons beneficially own approximately 21.3 percent of the Issuer's total outstanding Class A common stock and own 100 percent of the Issuer's total outstanding Class B common stock. Fujitsu beneficially owns approximately 14.3 percent of the Issuer's total outstanding Class A common stock and owns 100 percent of the Issuer's total outstanding Class C common stock.

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

Item 6 of the Schedule 13D is amended and supplemented by the following paragraphs:

Underwriting Agreement

See Item 4(a).

Lockup Agreement

AMD and AMD Investments have entered into a Lock-Up Agreement with the Representatives, as representatives of the several underwriters for the Offering, for a period of 90 days from November 15, 2006. Pursuant to the Lock-Up Agreement, AMD and AMD Investments will not, without the prior written consent of the Representatives, sell or otherwise dispose of any shares of the Issuer's common stock or any securities convertible into or exchangeable for the Issuer's common stock. The Representatives in their sole discretion may release any of the securities subject to the Lock-Up Agreement at any time without notice. A copy of the Lock-Up Agreement is attached hereto as Exhibit 14 and incorporated herein by reference.

This Item 6 is qualified in its entirety by the Underwriting Agreement and the Lock-up Agreement, which are filed as Exhibits 13 and 14 hereto and incorporated by reference into this Item 6.

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

Item 7 of the Schedule 13D is amended and supplemented by the following exhibits:

- |            |   |
|------------|---|
| Exhibit 13 | Underwriting Agreement, dated as of November 15, 2006, by and among AMD Investments, Inc., Fujitsu Limited, Spansion Inc. and Citigroup Global Markets Inc. and Credit Suisse Securities (USA) LLC, as representatives of the several underwriters party thereto, which is incorporated by reference to Exhibit 1.1 to Advanced Micro Devices, Inc.'s Report on Form 8-K filed with the SEC on November 21, 2006. |
| Exhibit 14 | Lock-Up Agreement, dated November 6, 2006, among AMD Investments, Inc., Advanced Micro Devices, Inc. and Citigroup Global Markets Inc. and Credit Suisse Securities (USA) LLC, as representatives of the several underwriters.  |

**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.

Date: November 28, 2006

ADVANCED MICRO DEVICES, INC.

By: /s/ Hollis M. O'Brien  
Name: Hollis M. O'Brien  
Title: Corporate Vice President, Secretary and Chief Governance Officer

Date: November 28, 2006

AMD (U.S.) HOLDINGS, INC.

By: /s/ Hollis M. O'Brien  
Name: Hollis M. O'Brien  
Title: Vice President and Secretary

Date: November 28, 2006

AMD INVESTMENTS, INC.

By: /s/ Hollis M. O'Brien  
Name: Hollis M. O'Brien  
Title: Vice President and Secretary

**Exhibit Index**

- Exhibit 13 Underwriting Agreement, dated as of November 15, 2006, by and among AMD Investments, Inc., Fujitsu Limited, Spansion Inc. and Citigroup Global Markets Inc. and Credit Suisse Securities (USA) LLC, as representatives of the several underwriters party thereto, which is incorporated by reference to Exhibit 1.1 to Advanced Micro Devices, Inc.'s Report on Form 8-K filed with the SEC on November 21, 2006.
- Exhibit 14 Lock-Up Agreement, dated November 6, 2006, among AMD Investments, Inc., Advanced Micro Devices, Inc. and Citigroup Global Markets Inc. and Credit Suisse Securities (USA) LLC, as representatives of the several underwriters.



Annex I**Name, Principal Occupation and Business Address of Each Director of Advanced Micro Devices, Inc.**

Hector de J. Ruiz, Chairman of the Board of Directors and Chief Executive Officer, Advanced Micro Devices, Inc., One AMD Place, M.S. 68, Sunnyvale, California 94088

W. Michael Barnes, retired, One AMD Place, M.S. 68, Sunnyvale, California 94088

Bruce L. Claflin, retired, One AMD Place, M.S. 68, Sunnyvale, California 94088

H. Paulett Eberhart, retired, One AMD Place, M.S. 68, Sunnyvale, California 94088

Robert B. Palmer, retired, One AMD Place, M.S. 68, Sunnyvale, California 94088

Leonard M. Silverman, Fred O'Green Chair in Engineering, University of Southern California, University of Southern California, Electrical Engineering Department, Los Angeles, California 90089

Morton L. Topfer, Castletop Capital, 5000 Plaza on the Lake, Suite 170, Austin, Texas 78746

James D. Fleck, emeritus M. Wallace McCutcheon Professor of Business Government Relations, Joseph L. Rotman School of Management, University of Toronto, 105 St. George Street, Toronto, Ontario, Canada M5S 3E6

John E. Caldwell, Director, President and Chief Executive Officer, SMTC Corporation, 635 Hood Road, Markham, Ontario L3R 4N6, Canada

**Name, Principal Occupation and Business Address of Each Executive Officer of Advanced Micro Devices, Inc.**

The business address of each executive officer of Advanced Micro Devices, Inc. is One AMD Place, M.S. 68, Sunnyvale, California 94088.

Hector de J. Ruiz, Chairman of the Board of Directors and Chief Executive Officer

Derrick R. Meyer, President and Chief Operating Officer

Thomas M. McCoy, Executive Vice President, Legal Affairs, and Chief Administrative Officer

Dave Orton, Executive Vice President of Visual and Media Businesses

Henri Richard, Executive Vice President and Chief Sales and Marketing Officer

Robert J. Rivet, Executive Vice President and Chief Financial Officer

**Name, Principal Occupation and Business Address of Each Director and Executive Officer of AMD (U.S.) Holdings, Inc. and AMD Investments, Inc.**

The business address of each director and executive officer of AMD (U.S.) Holdings, Inc. and AMD Investments, Inc. is One AMD Place, M.S. 68, Sunnyvale, California 94088.

Robert J. Rivet – Director, President, AMD (U.S.) Holdings, Inc. and AMD Investments, Inc.

Hollis M. O'Brien – Director, Vice President and Secretary, AMD (U.S.) Holdings, Inc. and AMD Investments, Inc.

J. Michael Woollems – Director, Vice President and Treasurer, AMD (U.S.) Holdings, Inc. and AMD Investments, Inc.

All of the foregoing officers and directors of Advanced Micro Devices, Inc., AMD (U.S.) Holdings, Inc. and AMD Investments, Inc. are citizens of the United States except for Dr. Caldwell, Dr. Fleck and Mr. Richard. Dr. Caldwell and Dr. Fleck are citizens of Canada. Mr. Richard is a citizen of France.

During the last five years, none of the foregoing officers and directors of Advanced Micro Devices, Inc., AMD (U.S.) Holdings, Inc. and AMD Investments, Inc. has been (i) convicted in a criminal proceeding (excluding traffic violations or similar misdemeanors) or (ii) a party to a civil proceeding of a judicial or administrative body of competent jurisdiction and as a result of such proceeding 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.

[AMD Letterhead]

Spanion Inc.  
Public Offering of Class A Common Stock

November 6, 2006

Citigroup Global Markets Inc.  
Credit Suisse Securities (USA) LLC  
As Representatives of the several Underwriters,  
c/o Citigroup Global Markets Inc.  
388 Greenwich Street  
New York, New York 10013

and

c/o Credit Suisse Securities (USA) LLC  
11 Madison Avenue  
New York, New York 10013

Ladies and Gentlemen:

This letter is being delivered to you in connection with the proposed Underwriting Agreement (the “**Underwriting Agreement**”) among Spanion Inc., a Delaware corporation (the “**Company**”), each of the persons named in Schedule II thereto (the “**Selling Stockholders**”), and each of you as representatives (the “**Representatives**”) of a group of Underwriters named therein (the “**Underwriters**”), relating to an underwritten public offering (the “**Offering**”) of Class A Common Stock, \$0.001 par value per share (the “**Common Stock**”), of the Company.

In order to induce you and the other Underwriters to enter into the Underwriting Agreement, the undersigned will not, without the prior written consent of each of Citigroup Global Markets Inc. and Credit Suisse Securities (USA) LLC, offer, sell, contract to sell, pledge or otherwise dispose of, or enter into any transaction which is designed to, or might reasonably be expected to, result in the disposition (whether by actual disposition or effective economic disposition due to cash settlement or otherwise) by the undersigned or any affiliate of the undersigned or any person in privity with the undersigned or any affiliate of the undersigned, directly or indirectly, including the filing (or participation in the filing) of a registration statement, other than in relation to the

---

Offering, with the Securities and Exchange Commission in respect of, or establish or increase a put equivalent position or liquidate or decrease a call equivalent position within the meaning of Section 16 of the Securities Exchange Act of 1934, as amended, and the rules and regulations of the Securities and Exchange Commission promulgated thereunder with respect to, any shares of capital stock of the Company or any securities convertible into, or exercisable or exchangeable for such capital stock, or publicly announce an intention to effect any such transaction, during the period commencing on the date hereof and ending 90 days after the date of the Underwriting Agreement (the “**Restricted Period**”). For the purposes of this letter, officers and members of the Company’s board of directors shall not be deemed to be an affiliate of Advanced Micro Devices, Inc. (“**AMD**”), Fujitsu Limited (“**Fujitsu**”), the Company or any of their respective subsidiaries.

Notwithstanding the foregoing, the undersigned may transfer shares of Common Stock (or any securities convertible into, exercisable for, or exchangeable for Common Stock) (i) as a *bona fide* gift or gifts, *provided* that the donee or donees thereof agree to be bound by the restrictions set forth herein, (ii) to any trust for the direct or indirect benefit of the undersigned or any person related to the undersigned by blood, marriage or adoption, but no more than first cousin, *provided* that the trustee of the trust agrees to be bound by the restrictions set forth herein, and *provided further* that any such transfer shall not involve a disposition for value, (iii) to any third party granted an interest in the undersigned’s will or under the laws of descent, *provided* that the donee agrees to be bound in writing by the restrictions set forth herein, (iv) in transactions relating to shares of Common Stock acquired by the undersigned in open market transactions after the completion of the Offering, or (v) if the undersigned is a corporation, business trust, association, limited liability company, partnership, limited liability partnership or other entity (individually, an “**Entity**”), the undersigned may transfer (including by way of transfers in accordance with Sections 3.2(a), (b) and (c) of the Stockholders Agreement of Spansion Inc., dated December 21, 2005, among AMD, Fujitsu, AMD Investments, Inc. and the Company) the capital stock of the Company to any Entity which is directly or indirectly controlled by, or is under common control, with the undersigned, *provided* that it shall be a condition to the transfer that the transferee execute an agreement stating that the transferee is receiving and holding such capital stock subject to the provisions of this lock-up agreement and there shall be no further transfer of such capital stock except in accordance with this lock-up agreement, and *provided further* that any such transfer shall not involve a disposition for value. Notwithstanding the foregoing sentence, a transfer, sale or distribution pursuant to (i), (ii), (iii), or (v) above shall not be permitted without the consent of each of Citigroup Global Markets Inc. and Credit Suisse Securities (USA) LLC if such transfer, sale or distribution shall require, and no party shall voluntarily make, a filing under the Securities Exchange Act of 1934, as amended.

---

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, unless otherwise waived by each of Citigroup Global Markets Inc. and Credit Suisse Securities (USA) LLC in its sole discretion, then the foregoing restrictions 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.

The undersigned hereby acknowledges and agrees that written notice of any extension of the Restricted Period pursuant to the previous paragraph will be delivered by the Representatives to the Company and the Selling Stockholders (in accordance with the Underwriting Agreement) and that any such notice properly delivered will be deemed to have been given to, and received by, the undersigned. The undersigned further agrees that, prior to engaging in any transaction or taking any other action that is subject to the terms of this lock-up agreement during the period from the date of this lock-up agreement to and including the 34th day following the expiration of the initial Restricted Period, it will give notice thereof to the Company and will not consummate such transaction or take any such action unless it has received written confirmation from the Company that the Restricted Period (as may have been extended pursuant to the previous paragraph) has expired.

[Remainder of page intentionally left blank]

If for any reason the Underwriting Agreement shall be terminated prior to the Closing Date (as defined in the Underwriting Agreement) or if either AMD or Fujitsu provides written notice to Citigroup Global Markets Inc. and Credit Suisse Securities (USA) LLC that it will not be proceeding with the Offering, the agreement set forth above shall be terminated. In addition, the agreement set forth above shall immediately terminate upon (i) the failure of Fujitsu to execute a letter agreement substantially similar to that hereto (the "Fujitsu Lock-up") prior to the date of the Underwriting Agreement or (ii) the termination of the Fujitsu Lock-up. Upon the amendment of any material term of the Fujitsu Lock-up or any waiver by the Representatives of any of their rights thereunder, this letter agreement shall immediately be amended or the rights hereunder waived, as the case may be, to the same extent as the Fujitsu Lock-up. The Representatives shall notify the undersigned promptly of any termination, amendment or waiver of any provision of the Fujitsu Lock-up.

Yours very truly,

**AMD Investments, Inc.**

By: /s/ Robert J. Rivet  
Name: Robert J. Rivet  
Title: President

**Advanced Micro Devices, Inc.**

By: /s/ Robert J. Rivet  
Name: Robert J. Rivet  
Title: Executive Vice President, Chief Financial Officer