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

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**Form 10-Q**

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(Mark One)

**QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15 (d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the quarterly period ended June 28, 2008

OR

**TRANSITION REPORT PURSUANT TO SECTION 13 OR 15 (d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the transition period from \_\_\_\_\_ to \_\_\_\_\_

Commission File Number 001-07882

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**ADVANCED MICRO DEVICES, INC.**

(Exact name of registrant as specified in its charter)

**Delaware**  
(State or other jurisdiction of  
incorporation or organization)

**94-1692300**  
(I.R.S. Employer  
Identification No.)

**One AMD Place**  
**Sunnyvale, California**  
(Address of principal executive offices)

**94088**  
(Zip Code)

**Registrant's telephone number, including area code: (408) 749-4000**

Indicate by check mark whether the registrant: (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes  No

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer or a smaller reporting company. See definition of "large accelerated filer," "accelerated filer" and "smaller reporting company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer

Accelerated filer

Non-accelerated filer

Smaller reporting company

(Do not check if a smaller reporting company)

Indicate by check mark whether the registrant is a shell company (as defined by Rule 12b-2 of the Exchange Act). Yes  No

Indicate the number of shares outstanding of the registrant's common stock, \$0.01 par value, as of August 1, 2008: 607,192,663.

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## PART I. FINANCIAL INFORMATION

## ITEM 1. FINANCIAL STATEMENTS

**Advanced Micro Devices, Inc. and Subsidiaries**  
**Condensed Consolidated Statements of Operations**  
**(Unaudited)**

	<u>Quarter Ended</u>		<u>Six Months Ended</u>	
	<u>June 28,</u> <u>2008</u>	<u>June 30,</u> <u>2007</u>	<u>June 28,</u> <u>2008</u>	<u>June 30,</u> <u>2007</u>
	(In millions, except per share amounts)			
Net revenue	\$ 1,349	\$ 1,309	\$ 2,805	\$ 2,439
Cost of sales	653	870	1,505	1,685
Gross margin	696	439	1,300	754
Research and development	442	438	897	830
Marketing, general and administrative	337	356	671	683
Amortization of acquired intangible assets and integration charges	30	41	59	88
Restructuring charges	30	—	30	—
Operating income (loss)	(143)	(396)	(357)	(847)
Interest income	10	19	25	35
Interest expense	(95)	(99)	(190)	(177)
Other income (expense), net	(10)	(9)	(11)	(7)
Income (loss) before minority interest, equity in net loss of Spansion Inc. and other and income taxes	(238)	(485)	(533)	(996)
Minority interest in consolidated subsidiaries	(7)	(9)	(20)	(17)
Equity in net loss of Spansion Inc. and other (see Note 13)	(24)	(13)	(24)	(29)
Income (loss) before income taxes	(269)	(507)	(577)	(1,042)
Provision for income taxes	—	24	—	39
Income (loss) from continuing operations	(269)	(531)	(577)	(1,081)
Income (loss) from discontinued operations, net of tax	(920)	(69)	(970)	(130)
Net income (loss)	\$(1,189)	\$ (600)	\$(1,547)	\$(1,211)
Per share data:				
Basic and diluted				
Continuing operations	\$ (0.44)	\$ (0.96)	\$ (0.95)	\$ (1.96)
Discontinued operations	\$ (1.52)	\$ (0.13)	\$ (1.60)	\$ (0.24)
Net income (loss) per common share	\$ (1.96)	\$ (1.09)	\$ (2.55)	\$ (2.20)
Shares used in per share calculation:				
Basic and diluted	607	552	606	550

See accompanying notes to condensed consolidated financial statements.

## Advanced Micro Devices, Inc. and Subsidiaries

## Condensed Consolidated Balance Sheets

	June 28, 2008 (unaudited)	December 29, 2007 *
	(In millions, except par value amounts)	
<b>ASSETS</b>		
Current assets:		
Cash and cash equivalents	\$ 1,310	\$ 1,432
Marketable securities	257	457
Total cash and cash equivalents and marketable securities	1,567	1,889
Accounts receivable	444	598
Allowance for doubtful accounts	(7)	(10)
Total accounts receivable, net	437	588
Inventories:		
Raw materials	36	46
Work-in-process	470	464
Finished goods	285	292
Total inventories	791	802
Deferred income taxes	20	64
Prepaid expenses and other current assets	244	395
Assets of discontinued operations	372	1,323
Total current assets	3,431	5,061
Property, plant and equipment:		
Land and land improvements	50	49
Buildings and leasehold improvements	1,750	1,033
Equipment	4,861	6,109
Construction in progress	477	677
Total property, plant and equipment	7,138	7,868
Accumulated depreciation and amortization	(2,539)	(3,160)
Property, plant and equipment, net	4,599	4,708
Acquisition related intangible assets, net (see Note 3)	253	311
Goodwill (see Note 3)	945	950
Other assets	556	520
Total assets	\$ 9,784	\$ 11,550

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Current liabilities:		
Accounts payable	\$ 800	\$ 982
Accrued compensation and benefits	160	180
Accrued liabilities	730	814
Income taxes payable	19	72
Deferred income on shipments to distributors	80	98
Current portion of long-term debt and capital lease obligations	246	238
Other short-term obligations	60	—
Other current liabilities	350	198
Liabilities of discontinued operations	23	43
Total current liabilities	<u>2,468</u>	<u>2,625</u>
Deferred income taxes	3	6
Long-term debt and capital lease obligations, less current portion	4,955	5,031
Other long-term liabilities (see Note 7)	695	633
Minority interest in consolidated subsidiaries	189	265
Commitments and contingencies (see Note 8)		
Stockholders' equity:		
Capital stock:		
Common stock, par value \$0.01; 1,500 shares authorized on June 28, 2008 and December 29, 2007; shares issued: 614 on June 28, 2008 and 612 on December 29, 2007; shares outstanding: 607 on June 28, 2008 and 606 on December 29, 2007	6	6
Capital in excess of par value	6,058	6,016
Treasury stock, at cost (7 shares on June 28, 2008 and December 29, 2007)	(96)	(95)
Retained earnings (deficit)	(4,647)	(3,100)
Accumulated other comprehensive income	153	163
Total stockholders' equity	<u>1,474</u>	<u>2,990</u>
Total liabilities and stockholders' equity	<u>\$ 9,784</u>	<u>\$11,550</u>

\* Amounts as of December 29, 2007 were derived from the December 29, 2007 audited financial statements.

See accompanying notes to condensed consolidated financial statements.

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**Advanced Micro Devices Inc. and Subsidiaries**  
**Condensed Consolidated Statements of Cash Flows**  
**(Unaudited)**

	Six Months Ended	
	June 28, 2008	June 30, 2007
(In millions)		
Cash flows from operating activities:		
Net income (loss)	\$(1,547)	\$(1,211)
Adjustments to reconcile net income (loss) to net cash used in operating activities:		
Minority interest in consolidated subsidiaries	17	17
Depreciation and amortization	627	640
Provision for doubtful accounts	(3)	(7)
Equity in net loss of Spansion Inc.	—	29
(Benefit) provision for deferred income taxes	(70)	35
Amortization of foreign grant and subsidy income	(46)	(80)
Net loss (gain) on sale/ disposal of property, plant and equipment	(169)	8
Compensation recognized under employee stock plans	41	59
Non-cash foreign exchange loss	1	21
Other than temporary impairment on marketable securities	35	—
Impairment of goodwill and acquired intangible assets	876	—
Other	(5)	(1)
Changes in operating assets and liabilities:		
Accounts receivable	185	495
Inventories	13	(78)
Prepaid expenses and other current assets	34	(115)
Other assets	(11)	(65)
Accounts payables and accrued liabilities	(254)	(262)
Income taxes payable	50	(79)
Net cash used in operating activities	<u>(226)</u>	<u>(594)</u>
Cash flows from investing activities:		
Purchases of property, plant and equipment	(429)	(1,000)
Proceeds from sale of property, plant and equipment	343	1
Proceeds from sale of Spansion Inc. stock	—	13
Purchases of available-for-sale securities	(125)	(362)
Proceeds from sale and maturity of available-for-sale securities	289	233
Purchase of limited partnership interest	(95)	—
Other	(14)	(3)
Net cash used in investing activities	<u>(31)</u>	<u>(1,118)</u>
Cash flows from financing activities:		
Repayments of debt and capital lease obligations	(51)	(531)
Proceeds from borrowings, net of issuance costs	65	2,169
Purchase of capped call instrument in connection with borrowings	—	(182)
Payment of silent partnership obligation	(38)	—
Payments on return of limited partnership contributions	(3)	(22)
Net proceeds from foreign grants and subsidies	146	156
Proceeds from issuance of common stock under stock-based compensation plans	—	46
Other financing activities	16	—
Net cash provided by financing activities	<u>135</u>	<u>1,636</u>
Net decrease in cash and cash equivalents	<u>(122)</u>	<u>(76)</u>
Cash and cash equivalents at beginning of period	<u>1,432</u>	<u>1,380</u>
Cash and cash equivalents at end of period	<u>\$ 1,310</u>	<u>\$ 1,304</u>
Non-cash investing and financing activities:		
Capital leases	\$ —	\$ 57

See accompanying notes to condensed consolidated financial statements.

**Advanced Micro Devices, Inc. and Subsidiaries**  
**Notes to Condensed Consolidated Financial Statements**  
(Unaudited)

1. Basis of Presentation and Significant Accounting Policies

*Basis of Presentation.* The accompanying unaudited condensed consolidated financial statements of Advanced Micro Devices, Inc. and subsidiaries (the Company or AMD) have been prepared in accordance with generally accepted accounting principles for interim financial information and the instructions to Form 10-Q and Article 10 of Regulation S-X. The results of operations for the interim period ended June 28, 2008 shown in this report are not necessarily indicative of results to be expected for the full fiscal year ending December 27, 2008. In the opinion of the Company's management, the information contained herein reflects all adjustments necessary for a fair presentation of the Company's results of operations, financial position and cash flows. We have reclassified certain amounts previously reported in our financial statements to conform to the current presentation. The unaudited interim condensed consolidated financial statements should be read in conjunction with the audited consolidated financial statements in the Company's Annual Report on Form 10-K for the fiscal year ended December 29, 2007.

The Company uses a 52-to-53 week fiscal year ending on the last Saturday in December. The quarters and six months ended June 28, 2008 and June 30, 2007 each consisted of 13 and 26 weeks.

As a result of the Company's evaluation of the viability of its non-core businesses, the Company determined that its Handheld and Digital Television business units are not directly aligned with computing and graphics market opportunities. Therefore, the Company decided to divest these business units, which were previously part of the Consumer Electronics segment, and to classify them as discontinued operations in the financial statements in accordance with the provisions of Financial Accounting Standards Board (FASB) Statement No. 144, *Accounting for the Impairment or Disposal of Long-lived Assets* (SFAS 144). Cash flows from discontinued operations are not material and are combined with cash flows from continuing operations within condensed consolidated statement of cash flows categories. (See Note 12)

The assets and liabilities of these businesses are reflected as assets and liabilities of discontinued operations in the consolidated balance sheets as of June 28, 2008 and December 29, 2007. The historical results of operations of these businesses have been segregated from the Company's consolidated financial statements and are included in income (loss) from discontinued operations, net of tax, in the consolidated statements of operations. Prior period amounts have been reclassified to conform to current period presentation including discontinued operations.

*Principles of Consolidation.* The consolidated financial statements include the Company's accounts and those of its majority-owned subsidiaries. Upon consolidation, all significant intercompany accounts and transactions are eliminated, and amounts pertaining to the non-controlling ownership interests held by third parties in the operating results and financial position of the Company's majority-owned subsidiaries, are reported as minority interest.

*Fair Value Measurements.* In September 2006, the FASB issued Statement No. 157, *Fair Value Measurements* (SFAS 157). This statement does not require any new fair value measurements but clarifies the fair value definition, establishes a fair value hierarchy that prioritizes the information used to develop assumptions for measuring fair value, and expands disclosures about fair value measurements. SFAS 157 clarifies that fair value is the exchange price in an orderly transaction between market participants to sell the asset or transfer the liability in the market. The fair value hierarchy gives the highest priority to quoted prices in active markets for identical assets or liabilities (Level 1 input), then to quoted prices (in non-active markets or in active markets for similar assets or liabilities), inputs other than quoted prices that are observable for the asset or liability, and inputs that are not directly observable, but that are corroborated by observable market data for the asset or liability (Level 2 input), then the lowest priority to unobservable inputs, for example, the Company's own data about the assumptions that market participants would use in pricing an asset or liability (Level 3 input). It emphasizes that fair value is a market-based measurement, not an entity-specific measurement, and a fair value measurement should therefore be based on the assumptions that market participants would use in pricing the asset or liability. The Company adopted SFAS 157 on December 30, 2007, the first day of its fiscal year 2008. In February 2008, the FASB issued Staff Position (FSP) No. 157-1 to exclude SFAS 13, *Accounting for Leases*, and its related interpretive accounting pronouncements that address leasing transactions from the scope of FAS 157. Also in February 2008, the FASB issued FSP No. 157-2 to defer the effective date of SFAS 157 for one year for nonfinancial assets and nonfinancial liabilities, except for items that are recognized or disclosed at fair value in the financial statements on a recurring basis at least annually, which are deferred until fiscal years beginning after November 15, 2008 and interim periods within those fiscal years.

In order to determine the implications of adopting SFAS 157, the Company reviewed all the assets and liabilities recorded on its balance sheet. Based on the results of its review, the Company determined that a majority of its assets and liabilities are either not required to be measured at fair value in its financial statements, are outside the scope of SFAS 157, or are subject to the deferred implementation provisions of FSP No. 157-2. Therefore, the only assets and liabilities in the Company's financial statements subject to SFAS 157 (i.e. measured at fair value on a recurring basis) at June 28, 2008 and December 30, 2007 are the Company's investment portfolio and derivative contracts.

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*Recently Issued Accounting Pronouncements.* In March 2008, the FASB issued Statement No. 161, *Disclosures about Derivative Instruments and Hedging Activities – an amendment of FASB Statement No. 133* (SFAS 161). This statement requires enhanced disclosures about an entity's derivative and hedging activities and is effective for financial statements issued for fiscal years and interim periods beginning after November 15, 2008, with earlier application encouraged. The Company will adopt SFAS 161 in the first fiscal quarter of 2009. Since SFAS 161 requires only additional disclosures concerning derivatives and hedging activities, adoption of SFAS 161 will not have an impact on the Company's consolidated financial condition, results of operations or cash flows. The adoption of SFAS 161 will change the Company's disclosures for derivative instruments and hedging activities beginning in the first quarter of fiscal year 2009.

In May 2008, the FASB issued FSP APB No. 14-1, *Accounting for Convertible Debt Instruments That May Be Settled in Cash upon Conversion (Including Partial Cash Settlement)* (FSP APB 14-1). This FSP requires the issuer of certain convertible debt instruments that may be settled in cash (or other assets) on conversion to separately account for the liability (debt) and equity (conversion option) components of the instrument in a manner that reflects the issuer's nonconvertible debt borrowing rate. The effective date of the FSP is for financial statements issued for fiscal years beginning after December 15, 2008 and interim periods within those fiscal years and it does not permit earlier application. However, the transition guidance requires retroactive application to all periods presented. This FSP will impact the Company's accounting for its \$2.2 billion 6.00% Notes whereby the equity component would be included in the paid-in-capital portion of stockholders' equity on the balance sheet and the value of the equity component would be treated as an original issue discount for purposes of accounting for the debt component. Higher interest expense will result by recognizing accretion of the discounted carrying value of the 6.00% Notes to their face amount as interest expense over the term of the 6.00% Notes. The Company expects to have higher interest expense beginning in its first fiscal quarter of 2009 due to the interest accretion, and the interest expense associated with its 6.00% Notes for prior periods will also be higher than previously reported due to the retrospective application of the FSP. Based on the preliminary analysis performed by the Company, the interest expense associated with its 6.00% Notes will be approximately \$17 million, \$26 million and \$30 million higher for fiscal years 2007, 2008 and 2009 respectively, as a result of adopting this FSP.

## 2. Stock-Based Incentive Compensation Plans

The following table summarizes stock-based compensation expense related to employee stock options, restricted stock, restricted stock units and employee stock purchases for the fiscal quarters and six months ended June 28, 2008 and June 30, 2007, respectively, which was allocated in the condensed consolidated statements of operations as follows:

	Quarter Ended		Six Months Ended	
	June 28, 2008	June 30, 2007	June 28, 2008	June 30, 2007
	(In millions)		(In millions)	
Cost of sales	\$ 3	\$ 2	\$ 6	\$ 5
Research and development	8	13	23	26
Marketing, general, and administrative	6	14	8	25
Total stock-based compensation expense related to employee stock options, restricted stock, restricted stock units and employee stock purchases	17	29	37	56
Tax benefit	—	—	—	—
Stock-based compensation expense related to employee stock options, restricted stock, restricted stock units and employee stock purchases, net of tax	\$ 17	\$ 29	\$ 37	\$ 56

*Stock Options.* The weighted-average assumptions that the Company applied in the lattice-binomial model that the Company uses to value employee stock options are as follows:

	Quarter Ended		Six Months Ended	
	June 28, 2008	June 30, 2007	June 28, 2008	June 30, 2007
Expected volatility	59.81%	49.81%	64.18%	49.89%
Risk-free interest rate	2.74%	4.65%	2.65%	4.66%
Expected dividends	0.00%	0.00%	0.00%	0.00%
Expected life (in years)	3.19	3.55	3.19	3.55

For the quarters ended June 28, 2008 and June 30, 2007, the Company granted 1,021,822 and 1,625,000 employee stock options, respectively, with average estimated grant date fair values of \$3.13 and \$6.11. For the six months ended June 28, 2008 and June 30, 2007, the Company granted 10,555,698 and 2,002,000 employee stock options, respectively, with average estimated grant date fair values of \$3.04 and \$6.07.

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*Restricted Stock Units and Awards.* For the quarters ended June 28, 2008 and June 30, 2007, the Company granted 6,797,802 and 4,072,000 shares of restricted stock and restricted stock units, respectively, with an average grant date fair value of \$7.40 and \$15.36. For the six months ended June 28, 2008 and June 30, 2007, the Company granted 7,288,586 and 5,780,000 shares of restricted stock and restricted stock units, respectively, with an average grant date fair value of \$7.34 and \$15.20.

*Employee Stock Purchase Plan.* Beginning with the November 2007 purchase period the Company suspended its employee stock purchase plan (“ESPP”). Therefore, the Company did not issue any shares under the ESPP during the quarter and six months ended June 28, 2008. The Company issued 1,239,000 shares and 1,846,000 shares under the ESPP during the quarter and six months ended June 30, 2007, respectively.

### 3. Goodwill and Acquisition Related Intangible Assets

The changes in the carrying amount of goodwill by operating segment for the six month period ended June 28, 2008, were as follows:

	<u>Computing Solutions</u>	<u>Graphics</u>	<u>Consumer Electronics</u>	<u>Total</u>
	(In millions)			
Balances at December 29, 2007	\$ 162	\$ 533	\$ 1,212	\$ 1,907
Reclassification due to change in segments <sup>(1)</sup>	—	254	(254)	—
Goodwill adjustments <sup>(2)</sup>	(1)	(3)	(5)	(9)
Impairment charges <sup>(3)</sup>	—	—	(799)	(799)
Reclassification to discontinued operations <sup>(3)</sup>	—	—	(154)	(154)
Balances at June 28, 2008	<u>\$ 161</u>	<u>\$ 784</u>	<u>\$ —</u>	<u>\$ 945</u>

- (1) In the second quarter of 2008, the Company began to include royalties received in connection with the sale of game console systems within the operating results of the Graphics segment. As a result, the \$254 million goodwill associated with the game console business is now included with the Graphics segment. (See Note 5)
- (2) Adjustments to goodwill primarily represented changes in assumed pre-acquisition income tax liabilities as a result of the ATI acquisition, which will continue to be applied to goodwill until ultimately settled with the tax authorities or until the Company adopts the provisions of Statement No. 141(R) Business Combinations (SFAS 141(R)) at the beginning of fiscal year 2009, after which changes will be recorded in the statement of operations.
- (3) In the second quarter of 2008, the Company evaluated the viability of its non-core businesses and determined that its Handheld and Digital Television business units are not directly aligned with its core strategy. Therefore, the Company decided to divest these units, and as a result, classified them as discontinued operations in the Company’s financial statements. As a result, the Company performed an interim impairment test of goodwill and acquired intangible assets and concluded that the carrying amounts of goodwill and certain definite-lived intangible assets associated with its Handheld and Digital Television business units were impaired and recorded an impairment charge. The remaining carrying values of goodwill and acquired intangible assets related to these business units were reclassified to assets of discontinued operations.

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The balances of acquisition-related definite-lived intangible assets as of June 28, 2008, were as follows:

	<u>Intangible Assets, Gross December 29, 2007</u>	<u>Net Book Value December 29, 2007</u>	<u>Amortization Expense Six months ended June 28, 2008</u>	<u>Impairment charge<sup>(1)</sup></u>	<u>Reclassification to discontinued operations <sup>(1)</sup></u>	<u>Net Book Value June 28, 2008</u>	<u>Weighted Average Amortization Period (In months)</u>
	(In millions)						
Developed product technology	\$ 752	\$ 240	\$ (45)	\$ (60)	\$ (83)	\$ 52	50
Game console royalty agreements	147	113	(15)	—	—	98	60
Customer relationships	257	182	(29)	(14)	(66)	73	48
Trademark and trade name	62	52	(4)	(3)	(15)	30	84
Customer backlog	36	—	—	—	—	—	14
Total	<u>\$ 1,254</u>	<u>\$ 587</u>	<u>\$ (93)</u>	<u>\$ (77)</u>	<u>\$ (164)</u>	<u>\$ 253</u>	

- (1) As a result of the goodwill impairment test pursuant to which the Company concluded that the carrying values of the goodwill associated with its Handheld and Digital Television business units was impaired, the Company performed an impairment test on the acquisition-related intangible assets associated with these business units. Based on the test results the Company concluded that carrying amounts of certain acquisition-related definite-lived intangible assets associated with its Handheld and Digital Television business units exceeded their estimated fair values and recorded an impairment charge. In addition, due to the Company's decision to divest these two business units, the remaining carrying costs of the acquisition-related intangible assets have been reclassified to discontinued operations.

Estimated future amortization expense related to acquisition-related intangible assets is as follows:

<u>Fiscal year</u>	<u>Amortization expense (In millions)</u>
Remaining 2008	\$ 58
2009	76
2010	70
2011	38
2012	6
Thereafter	5
Total	<u>\$ 253</u>

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4. Net Income (Loss) Per Common Share

Basic net income (loss) per common share is computed using the weighted-average number of common shares outstanding. Diluted net income (loss) per common share is computed using the weighted-average number of common shares outstanding plus any dilutive potential common shares outstanding. Potential dilutive common shares include stock options, restricted stock awards, and shares issuable upon the conversion of convertible debt. The following table sets forth the components of basic and diluted income (loss) per common share:

	Quarter Ended		Six Months Ended	
	June 28, 2008	June 30, 2007	June 28, 2008	June 30, 2007
	(In millions except per share data)		(In millions except per share data)	
<b>Numerator:</b>				
Numerator for basic and diluted income (loss) from continuing operations per common share	\$ (269)	\$ (531)	\$ (577)	\$ (1,081)
Numerator for basic and diluted income (loss) from discontinued operations per common share	\$ (920)	\$ (69)	\$ (970)	\$ (130)
Numerator for basic and diluted net income (loss) per common share	<u>\$ (1,189)</u>	<u>\$ (600)</u>	<u>\$ (1,547)</u>	<u>\$ (1,211)</u>
<b>Denominator:</b>				
Denominator for basic net income (loss) per share - weighted-average shares	607	552	606	550
Effect of dilutive potential common shares:	—	—	—	—
Denominator for diluted net income (loss) per common - weighted-average shares	<u>607</u>	<u>552</u>	<u>606</u>	<u>550</u>
Basic and diluted income (loss) from continuing operations per common share	\$ (0.44)	\$ (0.96)	\$ (0.95)	\$ (1.96)
Basic and diluted income (loss) from discontinued operations per common share	\$ (1.52)	\$ (0.13)	\$ (1.60)	\$ (0.24)
Basic and diluted net income (loss) per common share	<u>\$ (1.96)</u>	<u>\$ (1.09)</u>	<u>\$ (2.55)</u>	<u>\$ (2.20)</u>

Potential dilutive common shares totaling approximately 63 million and 56 million for the quarters and six months ended June 28, 2008 and June 30, 2007, respectively, were not included in the net loss per common share calculation because their inclusion would have been anti-dilutive.

5. Segment Reporting

Management, including the Chief Operating Decision Maker (CODM), who is the Company's chief executive officer, reviews and assesses operating performance using segment net revenues and operating income (loss) before interest, other income (expense), minority interest, equity in net loss of Spansion Inc. and other and income taxes. These performance measures include the allocation of expenses to the operating segments based on management's judgment.

Prior to the second quarter of 2008, the Company had three reportable operating segments:

- the Computing Solutions segment, which included microprocessors, chipsets and embedded processors and related revenue;
- the Graphics segment, which included graphics, video and multimedia products and related revenue; and
- the Consumer Electronics segment, which included products used in handheld devices, digital televisions and other consumer electronics products, as well as revenue from royalties received in connection with sales of game console systems that incorporate the Company's technology.

In the second quarter of 2008, the Company decided to divest its Handheld and Digital Television businesses, which were previously part of the Consumer Electronics segment. As a result, the Company classified them as discontinued operations in the Company's financial statements. The CODM began reviewing and assessing operating performance using the following reportable operating segments:

- the Computing Solutions segment, which includes microprocessors, chipsets and embedded processors and related revenue;

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- the Graphics segment, which includes graphics, video and multimedia products and related revenue, as well as revenue from royalties received in connection with sales of game console systems that incorporate the Company's graphics technology.

In addition to the reportable segments, the Company has an All Other category, which is not a reportable segment. This category consists of certain expenses and credits that are not allocated to any of the operating segments because the CODM does not consider these expenses and credits in evaluating the performance of the operating segments. These expenses and credits include employee stock-based compensation expense, amortization of acquired intangible assets, integration charges, restructuring charges and charges for goodwill and intangible asset impairment.

The following table provides a summary of the Company's net revenue and operating income (loss) by segment with reconciliations to income (loss) from continuing operations for the quarters ended and six months ended June 28, 2008 and June 30, 2007:

	Quarter Ended		Six Months Ended	
	June 28, 2008	June 30, 2007	June 28, 2008	June 30, 2007
	(In millions)			
Computing Solutions				
Net revenue	\$ 1,101	\$ 1,098	\$ 2,295	\$ 2,017
Operating income (loss)	(9)	(269)	(173)	(600)
Graphics				
Net revenue	248	211	510	422
Operating income (loss)	(38)	(39)	(25)	(65)
All Other				
Net revenue	—	—	—	—
Operating income (loss)	(96)	(88)	(159)	(182)
Total				
Net revenue	1,349	1,309	2,805	2,439
Operating income (loss)	(143)	(396)	(357)	(847)
Interest income	10	19	25	35
Interest expense	(95)	(99)	(190)	(177)
Other income (expense), net	(10)	(9)	(11)	(7)
Minority interest in consolidated subsidiaries	(7)	(9)	(20)	(17)
Equity in net loss of Spansion Inc. and other	(24)	(13)	(24)	(29)
Income (loss) before income taxes	(269)	(507)	(577)	(1,042)
Provision for income taxes	—	24	—	39
Income (loss) from continuing operations	<u>\$ (269)</u>	<u>\$ (531)</u>	<u>\$ (577)</u>	<u>\$ (1,081)</u>

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### 6. Comprehensive Income (Loss)

The following are the components of comprehensive income (loss):

	<u>Quarter Ended</u>		<u>Six Months Ended</u>	
	<u>June 28, 2008</u>	<u>June 30, 2007</u>	<u>June 28, 2008</u>	<u>June 30, 2007</u>
	(In millions)			
Net income (loss)	\$ (1,189)	\$ (600)	\$ (1,547)	\$ (1,211)
Net change in unrealized gains (losses) on available-for-sale securities	18	—	(2)	—
Net change in unrealized gains (losses) on cash flow hedges, net of taxes	(13)	6	(8)	9
Net change in cumulative translation adjustments	—	(5)	—	(4)
Other comprehensive income (loss)	<u>5</u>	<u>1</u>	<u>(10)</u>	<u>5</u>
Total comprehensive income (loss)	<u>\$ (1,184)</u>	<u>\$ (599)</u>	<u>\$ (1,557)</u>	<u>\$ (1,206)</u>

### 7. Other Long-Term Liabilities

The Company's other long-term liabilities balances at June 28, 2008 and December 29, 2007 were \$695 million and \$633 million, respectively. Included in these balances were deferred grants and subsidies related to the manufacturing facilities in Dresden in the amounts of \$401 million for both June 28, 2008 and December 29, 2007.

### 8. Commitments and Contingencies

#### *Guarantees*

#### ***Guarantees of Indebtedness Recorded on the Company's Consolidated Balance Sheet***

As of June 28, 2008, the principal guarantee recorded on the Company's consolidated balance sheet was \$63 million, which represents the amount of silent partnership interest that the Company is required to repurchase from Leipziger Messe and is exclusive of the guaranteed rate of return of an aggregate of approximately \$158 million. Of this amount, \$31 million is expected to expire by the end of 2008, and \$32 million is expected to expire by the end of 2009. No incremental liabilities are recorded on the Company's condensed consolidated balance sheet for this guarantee.

#### ***Guarantees of Indebtedness Not Recorded on the Company's Condensed Consolidated Balance Sheet***

#### *AMTC and BAC Guarantees*

The Advanced Mask Technology Center GmbH & Co. KG (AMTC) and Maskhouse Building Administration GmbH & Co. KG (BAC) are joint ventures initially formed by AMD, Infineon Technologies AG (Infineon) and DuPont Photomasks, Inc. (Dupont) for the purpose of constructing and operating an advanced photomask facility in Dresden, Germany. The Company procures advanced photomasks from AMTC and uses them in manufacturing its microprocessors. In April 2005, DuPont was acquired by Toppan Printing Co., Ltd. and became a wholly owned subsidiary of Toppan, named Toppan Photomasks, Inc. In December 2007, Infineon entered into an assignment agreement to transfer its interest in AMTC and BAC to Qimonda AG, with the exception of certain AMTC/BAC related payment guarantees. The assignment became effective in January 2008.

In December 2002, BAC obtained a \$118 million term loan to finance the construction of the photomask facility. At the same time, AMTC and BAC, as lessor, entered into a lease agreement. The term of the lease agreement is ten years. Each joint venture partner guaranteed a specific percentage of AMTC's rental payments. Pursuant to an agreement between AMTC, BAC and DuPont (now Toppan), AMTC may exercise a "step-in" right, in which it would assume Toppan's remaining rental payments in connection with the rental agreement between Toppan and BAC. As of June 28, 2008, the Company's guarantee of AMTC's portion of the rental obligation was approximately \$10 million and its maximum liability in the event AMTC exercises its "step-in" right and the other joint venture partners default under the guarantee was approximately \$98 million. These estimates are based upon forecasted rents to be charged in the future and are subject to change based upon the actual usage of the facility by the tenants and foreign currency exchange rates.

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In December 2007, AMTC entered into a new \$107 million revolving credit facility, of which \$99 million was outstanding as of June 28, 2008. The proceeds were used to repay all amounts outstanding under a previous \$189 million revolving credit facility and to provide additional financing for the acquisition of new tools. Subject to certain conditions under the revolving credit facility, AMTC may request that the loan amount be increased by an additional \$63 million. The term of the revolving credit facility is three years. Upon request by AMTC and subject to certain conditions, the term of the revolving credit facility may be extended by two additional one-year periods. Pursuant to a guarantee agreement, each joint venture partner guaranteed one third of AMTC's outstanding loan balance under the revolving credit facility. As of June 28, 2008, the Company's liability under this guarantee was \$33 million plus its portion of accrued interest and expenses. The Company's maximum liability under this guarantee is \$36 million plus its portion of accrued interest and expenses. Under the terms of the guarantee, if the Company's group consolidated cash (which is defined as cash, cash equivalents and marketable securities less the aggregate amount outstanding under any revolving credit facility) is less than or expected to be less than \$500 million, the Company will be required to provide cash collateral equal to one third of the balance outstanding under the revolving credit facility. The Company evaluated its guarantee under the provisions of FIN 45 and concluded it was immaterial to its financial position or results of operations.

### *Warranties and Indemnities*

The Company generally warrants that microprocessor products sold to its customers will, at the time of shipment, be free from defects in workmanship and materials and conform to its approved specifications. Subject to certain exceptions, the Company generally offers a three-year limited warranty to end users for microprocessor products that are commonly referred to as "processors in a box," a one-year limited warranty to direct purchasers of all other microprocessor products that are commonly referred to as "tray" microprocessor products, and a one-year limited warranty to direct purchasers of embedded processor products. The Company has offered extended limited warranties to certain customers of "tray" microprocessor products who have written agreements with the Company and target their computer systems at the commercial and/or embedded markets.

The Company generally warrants that its graphics, and chipsets and certain products for consumer electronics devices will conform to the Company's approved specifications and be free from defects in material and workmanship under normal use and service for a period of one year beginning on shipment of such products to its customers. The Company generally warrants that ATI-branded PC workstation products will conform to the Company's approved specifications and be free from defects in material and workmanship under normal use and service for a period of three years, beginning on shipment of such products to its customers.

Changes in the Company's potential liability for product warranties during the six months ended June 28, 2008 and June 30, 2007 are as follows:

	Six Months Ended	
	June 28, 2008	June 30, 2007
	(In millions)	
Balance, beginning of the period	\$ 25	\$ 26
New warranties issued during the period	20	12
Settlements during the period	(18)	(18)
Changes in liability for pre-existing warranties during the period, including expirations	(8)	(7)
Balance, end of the period	<u>\$ 19</u>	<u>\$ 13</u>

In addition to product warranties, the Company, from time to time in its normal course of business, indemnifies other parties, with whom it enters into contractual relationships, including customers, lessors and parties to other transactions with the Company, with respect to certain matters. The Company has agreed to hold the other party harmless against specified losses, such as those arising from a breach of representations or covenants, third-party claims that the Company's products when used for their intended purpose(s) infringe the intellectual property rights of a third party or other claims made against certain parties. It is not possible to determine the maximum potential amount of liability under these indemnification obligations due to the limited history of indemnification claims and the unique facts and circumstances that are likely to be involved in each particular claim and indemnification provision. Historically, payments made by the Company under these obligations have not been material.

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### Contingencies

The Company is a defendant or plaintiff in various actions that arose in the normal course of business. In the opinion of management, the ultimate disposition of these matters will not have a material adverse effect on the Company's financial condition or results of operations.

### 9. Income Taxes

The Company recorded an income tax benefit of less than \$1 million in the second quarter of 2008 and an income tax provision of \$24 million in the second quarter of 2007. For the six months ended June 28, 2008, the Company recorded an income tax benefit of less than \$1 million and an income tax provision of \$39 million for the six months ended June 30, 2007.

For the second quarter and first six months of 2008, foreign taxes in profitable locations were substantially offset by discrete tax benefits. The income tax provisions in the second quarter and first six months of 2007 were primarily for deferred U.S. taxes related to indefinite-lived goodwill and foreign taxes in profitable locations.

As of June 28, 2008, substantially all of the Company's U.S. deferred tax assets, net of deferred tax liabilities, continue to be subject to a valuation allowance. The realization of these assets is dependent on substantial future taxable income which at June 28, 2008 in management's estimate, is not more likely than not to be achieved.

The Company's gross unrecognized tax benefits increased by \$14 million during the quarter due to the receipt of certain proposed tax adjustments in foreign locations net of the expiration of certain statutes of limitation. As a result, the Company has now recognized \$118 million of long-term deferred tax assets, previously under a valuation allowance, with \$162 million of liabilities for unrecognized tax benefits as of June 28, 2008. The net impact on the effective tax rate of the increase in the gross unrecognized tax benefits in the second quarter of 2008 was not material because of the valuation allowance. There were no material changes in interest and penalties in the second quarter.

The IRS commenced the audit of the Company's 2004 to 2006 tax years during the second quarter of 2008.

During the 12 months beginning June 29, 2008 the Company does not believe it is reasonably possible that other unrecognized tax benefits will materially change in the next 12 months.

### 10. Fair Value Measurements

Assets and liabilities measured at fair value are summarized below (in millions):

	June 28, 2008	Fair value measurement at reporting date using		
		Quoted Prices in Active Markets for Identical Assets (Level 1)	Significant Other Observable Inputs (Level 2)	Significant Unobservable Inputs (Level 3)
		(In millions)		
Money market mutual funds <sup>(1)</sup>	\$ 524	\$ 524	\$ —	\$ —
Commercial paper <sup>(2)</sup>	539	—	539	—
Time deposits <sup>(1)</sup>	178	—	178	—
Certificates of deposit <sup>(1)</sup>	15	—	15	—
Auction rate securities <sup>(3)</sup>	180	—	—	180
Marketable equity securities <sup>(4)</sup>	33	33	—	—
Foreign currency derivative contracts <sup>(5)</sup>	26	—	26	—
Total assets	<u>\$ 1,495</u>	<u>\$ 557</u>	<u>\$ 758</u>	<u>\$ 180</u>

(1) Included in cash and cash equivalents on the Company's condensed consolidated balance sheet.

(2) \$509 million included in cash and cash equivalents and \$30 million included in marketable securities on the Company's condensed consolidated balance sheet.

(3) Included in marketable securities on the Company's condensed consolidated balance sheet.

(4) \$32 million included in marketable securities and \$1 million included in other assets on the Company's condensed consolidated balance sheet.

(5) Included in prepaid expenses and other current assets on the Company's condensed consolidated balance sheet.

The Company measures its cash equivalents, marketable securities and foreign currency derivative contracts at fair value, which does not materially differ from the carrying values of these instruments in the financial statements. Cash equivalents and marketable securities are primarily classified within Level 1 or Level 2, with the exception of auction rate security (ARS) investments. This is

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because cash equivalents and marketable securities are valued primarily using quoted market prices or alternative pricing sources and models utilizing market observable inputs, as provided to the Company by its brokers. The ARS investments are classified within Level 3 because they are valued using a discounted cash flow model. Some of the inputs to this model are unobservable in the market and are significant. Our foreign currency derivative contracts are classified within Level 2 because the valuation inputs are based on quoted prices and market observable data of similar instruments in inactive markets.

The Company recorded an other-than-temporary impairment charge of \$24 million in June 2008 for its investment in Spansion Inc. This impairment charge is included in the caption "Equity in net loss of Spansion Inc. and other" on the Company's second quarter 2008 consolidated statement of operations. (See Note 13). There was no charge recorded for Equity in net loss of Spansion Inc. and other in the first quarter of 2008.

The recent uncertainties in the credit markets have affected all of the Company's ARS and auctions for these securities have failed to settle on their respective settlement dates. As a result, reliable Level 1 or Level 2 pricing is not available for these ARS. In light of these developments, to determine the fair value for its ARS, the Company obtained broker reports and discussed with brokers the critical inputs that they used in their proprietary models to assess fair value, which included liquidity, credit rating, and discounted cash flows associated with these ARS. In addition, the Company performed its own discounted cash flow analyses. Based on the outcomes of these activities, the Company concluded that the fair value of its ARS was lower than their carrying value and, as a result, recorded an other than temporary impairment charge for \$12 million for the period ended June 28, 2008. In the second calendar quarter of 2008, in markets where similar securities are traded, there has been an increase in securities called. As of June 28, 2008, the Company classified its investments in ARS as current assets because it reasonably expects that it will be able to sell these securities and have the proceeds available for use in its operations within the next twelve months through a future successful auction, a sale to a buyer found outside the auction process, or through a redemption by which issuers establish a different form of financing to replace these securities. However, the Company is not dependant on liquidating its ARS in the next twelve months in order to meet its liquidity needs.

The Company's investments in ARS include approximately \$136 million of student loan ARS, \$32 million of municipal and corporate ARS and \$12 million ARS in preferred shares of closed end mutual funds. Approximately 97 percent of the Company's ARS holdings are AAA rated investments and all the \$136 million student loan ARS are guaranteed by the Federal Family Educational Loan Program. Until the first quarter of 2008, the fair values of the Company's ARS were determinable by reference to frequent successful Dutch auctions of such securities, which settled at par.

Reconciliation of the financial assets measured at fair value on a recurring basis using significant unobservable inputs (Level 3):

	Quarter ended June 28, 2008 Fair Value Measurements Using Significant Unobservable Inputs (Level 3) Auction Rate Securities (In millions)	Six months ended June 28, 2008 Fair Value Measurements Using Significant Unobservable Inputs (Level 3) Auction Rate Securities (In millions)
Beginning balance	\$ 202	\$ —
Transfers of ARS into Level 3	—	210
Redemption at par	(10)	(18)
Other than temporary impairment	(12)	(12)
Ending balance, June 28, 2008	<u>\$ 180</u>	<u>\$ 180</u>
Loss for period included in earnings attributable to the Level 3 financial assets still held at June 28, 2008	<u>\$ 12</u>	<u>\$ 12</u>

Total financial assets at fair value classified within Level 3 were 1.8% of total assets on the Company's condensed consolidated balance sheet as of June 28, 2008.

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### 11. Restructuring

In the second quarter of fiscal 2008, the Company initiated a restructuring plan, which included a reduction-in-force (RIF) and certain contract termination costs related to technologies it was no longer pursuing and recorded a total charge of \$32 million. The RIF component, which is comprised primarily of severance and costs related to the continuance of certain employee benefits, totaled approximately \$23 million. Other exit-related costs, including \$6 million of non-cash charges, totaled approximately \$9 million. These charges have been aggregated and appear on the line item entitled "Restructuring Charges" in the Company's condensed consolidated statement of operations except for \$2 million classified as discontinued operations.

During the second quarter of fiscal 2008, the Company paid approximately \$18 million of severance and benefits to employees affected by this action. The Company anticipates recording approximately \$9 million of additional severance in the third and fourth quarters of fiscal 2008 and to substantially complete this action by the end of fiscal 2008.

The following table provides a summary of the restructuring activities and the liability remaining as of June 28, 2008:

<u>(In millions)</u>	<u>Severance and related benefits</u>	<u>Other exit- related costs</u>
Balance December 29, 2007	\$ —	\$ —
Second quarter charges	23	9
Cash payments	(18)	—
Non-cash charges	—	(6)
Balance June 28, 2008	<u>\$ 5</u>	<u>\$ 3</u>

### 12. Discontinued Operations

During the second quarter of 2008, the Company decided to divest its Handheld and Digital Television business units and classified them as discontinued operations in the Company's financial statements. The Company discontinued amortization and depreciation related to the assets of these business units in the second quarter of 2008. Consequently, the Company has segregated the assets and liabilities related to discontinued operations from those assets and liabilities related to continuing operations on the Company's balance sheet, the Company has segregated the operating results of discontinued operations from those of continuing operations on the Company's statement of operations for all periods presented.

As a result of its decision to divest its Handheld and Digital Television business units, the Company performed an interim impairment test of goodwill and acquired intangible assets and concluded that the carrying amounts of goodwill and certain definite-lived intangible assets associated with its Handheld and Digital Television business units were impaired and recorded an impairment charge. For goodwill, the impairment charge was determined by comparing the carrying value of goodwill assigned to the Company's reporting units with the implied fair value of the goodwill. The Company considered the income approach in determining the implied fair value of the goodwill, which requires estimates of future operating results and cash flows of each of the reporting units discounted using estimated discount rates taking into consideration the estimated proceeds that the Company expects to receive in connection with any potential divestiture. For acquired intangible assets, the Company assessed the recoverability of the unamortized balances by comparing the undiscounted future net cash flows. For those acquired intangible assets where the unamortized balances exceed the undiscounted future net cash flows, the Company measured the amount of impairment by calculating the amount by which the carrying values exceeded the estimated fair values, which were based on projected discounted future net cash flows. The remaining carrying values of goodwill related to these business units was reclassified to assets of discontinued operations.

The results from discontinued operations are as follows:

<u>(In millions)</u>	<u>Quarter Ended</u>		<u>Six Months Ended</u>	
	<u>June 28, 2008</u>	<u>June 30, 2007</u>	<u>June 28, 2008</u>	<u>June 30, 2007</u>
Revenue	\$ 37	\$ 69	\$ 86	\$ 172
Operating expenses	(79)	(138)	(178)	(302)
Impairment of goodwill and acquired intangible assets	(876)	—	(876)	—
Restructuring charges	(2)	—	(2)	—
Loss from discontinued operations	<u>\$ (920)</u>	<u>\$ (69)</u>	<u>\$ (970)</u>	<u>\$ (130)</u>

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The carrying value of the assets of discontinued operations was \$372 million and \$1.3 billion as of June 28, 2008 and December 29, 2007, respectively. Included in these balances is goodwill and acquired intangible assets in the amounts of \$318 million and \$1.2 billion as of June 28, 2008 and December 29, 2007, respectively. The carrying value of the liabilities for discontinued operations was \$23 million and \$43 million as of June 28, 2008 and December 29, 2007, respectively. Cash flows from discontinued operations are not material and are combined with cash flows from continuing operations within condensed consolidated statement of cash flows categories.

### 13. Equity in net loss of Spansion Inc. and other

Equity in net loss of Spansion Inc. and other for the three and six months ended June 28, 2008 consists of an other than temporary impairment charge on the Company's investment in Spansion's common stock recorded in the second quarter. After giving consideration to Spansion's recent operating results and its stock price trends in the preceding six months, the Company concluded that the unrealized loss, which represents the difference between the carrying amounts of this investment at December 29, 2007 and June 28, 2008, was other than temporary. At June 28, 2008, the Company owned a total 14,037,910 shares, or approximately 8 percent, of Spansion's outstanding common stock. The Company's carrying cost of the investment was \$32 million, which represented the fair value of this investment based on the closing market price of Spansion's common stock on June 27, 2008.

Equity in net loss of Spansion Inc. and other for the three and six months ended June 30, 2007 consists of the Company's share of the operating losses of Spansion Inc. under the equity method of accounting.

In the third quarter of 2007, the Company changed its accounting for this investment from the equity method of accounting to accounting for this investment as "available-for-sale" marketable securities under SFAS No. 115, *Accounting for Certain Investments in Debt and Equity Securities*.

### 14. Sale of Receivables Classified as Other Short-Term Obligations

On March 26, 2008, the Company entered into a Sale of Receivables – Supplier Agreement with IBM Credit LLC, or IBM Credit, and one of its wholly-owned subsidiaries, AMD International Sales & Service, Ltd., or AMDISS, entered into the same sales agreement with IBM United Kingdom Financial Services Ltd., or IBM UK, pursuant to which the Company and AMDISS agreed to sell to each of IBM Credit and IBM UK certain receivables. Pursuant to the sales agreements, the IBM parties agreed to purchase from the AMD parties invoices of specified AMD customers up to credit limits set by the IBM parties for any applicable AMD customer. As of June 28, 2008, only certain distributor customers have participated in this program. Because the Company does not recognize revenue until its distributors sell its products to their customers, the Company classified funds received from the IBM parties as debt according to the requirement of EITF 88-18, *Sales of Future Revenues*. The debt is reduced as the IBM parties receive payments from the distributors. As of June 28, 2008, \$60 million was outstanding under these agreements. This amount appears as other short-term obligations on the Company's consolidated balance sheet and is not considered a cash commitment.

## ITEM 2. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

*The statements in this report include forward-looking statements. These forward-looking statements are based on current expectations and beliefs and involve numerous risks and uncertainties that could cause actual results to differ materially from expectations. These forward-looking statements should not be relied upon as predictions of future events as we cannot assure you that the events or circumstances reflected in these statements will be achieved or will occur. You can identify forward-looking statements by the use of forward-looking terminology including "believes," "expects," "may," "will," "should," "seeks," "intends," "plans," "pro forma," "estimates," or "anticipates" or the negative of these words and phrases or other variations of these words and phrases or comparable terminology. The forward-looking statements relate to, among other things: the demand for our new products; the growth and competitive landscape of the markets in which we participate; our revenues; our cost reduction efforts and anticipated savings from the restructuring; our ability to achieve operating profitability in the second half of 2008; impairment amounts for goodwill and acquired intangible assets; our intended divestiture of our Handheld and Digital Television businesses; our ability to liquidate our auction rate securities in the next twelve months; our capital expenditures; our operating expenses; our depreciation and amortization expense; our aggregate contractual obligations; and availability of external financing. Material factors and assumptions that were applied in making these forward-looking statements include, without limitation, the following: (1) the expected rate of market growth and demand for our products and technologies (and the mix thereof); (2) our expected market share; (3) our expected product and manufacturing costs and average selling prices; (4) our overall competitive position and the competitiveness of our current and future products; (5) our ability to introduce new products and effect transitions to more advanced manufacturing process technologies, consistent with our current plans in terms of timing and capital expenditures; (6) our ability to raise sufficient capital on favorable terms; (7) our ability to make additional investment in research and development and that such opportunities will be available; and (8) the expected demand for computers. Material factors that could cause actual results to differ materially from current expectations include, without limitation, the following: (1) that Intel Corporation's pricing, marketing and rebating programs, product bundling, standard setting, new product introductions or other activities may negatively impact sales; (2) that our substantial indebtedness could adversely affect our financial position and prevent us from implementing our strategy or fulfilling our contractual obligations; (3) that we will require additional funding and may be unable to raise sufficient capital, on favorable terms, or at all; (4) that we may be unable to realize the anticipated benefits of our acquisition of ATI because, among other things, the revenues, cost savings, growth prospects and any other synergies expected from the transaction may not be fully realized or may take longer to realize than expected; (5) that we may be unable to maintain the level of investment in research and development and capacity that is required to remain competitive; (6) that we may be unable to develop, launch and ramp new products and technologies in the volumes that is required by the market at mature yields on a timely basis; (7) that we may be unable to transition to advanced manufacturing process technologies in a timely and effective way, consistent with planned capital expenditures; (8) that there may be unexpected variations in market growth and demand for our products and technologies in light of the product mix that we may have available at any particular time or a decline in demand; (9) that demand for computers will be lower than currently expected; (10) that we may be unable to obtain sufficient manufacturing capacity (either in our own facilities or at foundries) or components to meet demand for our products; (11) that we may under-utilize our microprocessor manufacturing facilities; (12) that we will be unable to divest our Handheld and Digital Television businesses in the expected timeframe if at all, or in a manner contemplated by us; and (13) the effect of political or economic instability, domestically or internationally, on our sales or production.*

*For a discussion of the factors that could cause actual results to differ materially from the forward-looking statements, see "Part II, Item 1A—Risk Factors" section beginning on page 40 and the "Financial Condition" section beginning on page 29 and such other risks and uncertainties as set forth below in this report or detailed in our other SEC reports and filings. We assume no obligation to update forward-looking statements.*

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In this section, we will describe the general financial condition and the results of operations for Advanced Micro Devices, Inc. and its consolidated subsidiaries, including a discussion of our results of operations for the quarter and six months ending June 28, 2008 compared to the quarter and six months ending June 30, 2007, an analysis of changes in our financial condition and a discussion of our contractual obligations and off balance sheet arrangements.

The following discussion should be read in conjunction with the unaudited condensed consolidated financial statements and related notes included in this report and our audited consolidated financial statements and related notes as of December 29, 2007 and December 31, 2006, and for each of the three years in the period ended December 29, 2007 as filed in our Annual Report on Form 10-K for our fiscal year ended December 29, 2007.

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### Overview

We are a global semiconductor company with facilities around the world. During the second quarter of 2008, we decided to divest our Handheld and Digital Television businesses, which prior to the second quarter of 2008 were reported in our Consumer Electronics segment, and as a result, we classified them as discontinued operations in our financial statements. The discussion in this Management's Discussion and Analysis of Financial Condition and Results of Operations section focuses on our continuing operations which consist of:

- x86 microprocessors, for the commercial and consumer markets, embedded microprocessors for commercial, commercial client and consumer markets and chipsets for desktop and notebook personal computers or PCs, professional workstations and servers; and
- graphics, video and multimedia products for desktop and notebook computers, including home media PCs, professional workstations and servers and technology for game consoles.

The following discussion is limited to our continuing operations, unless otherwise noted.

The second quarter of 2008 was another challenging quarter. Net revenue from continuing operations increased 3 percent compared to the second quarter of 2007 and declined 7 percent compared to first quarter of 2008. Revenue increased compared to the second quarter of 2007 primarily because of an increase in unit shipments in both the Computing Solutions and Graphics segments as well as an increase in royalties from sales of game consoles that incorporate our technology. Revenue declined compared to the first quarter of 2008 primarily because of lower microprocessor average selling prices and lower overall unit shipments. Average selling prices declined primarily due to a competitive pricing environment for our microprocessors as well as the shift in the product mix within the Graphics segment and for our microprocessors. Gross margin, as a percentage of net revenue, for the second quarter of 2008 was 52 percent, an increase of 11 percentage points compared to 41 percent in the first quarter of 2008 and an 18 percent increase compared to 34 percent in the second quarter of 2007. However, during the second quarter of 2008 we recorded in cost of sales a gain of \$193 million from the sale of 200 millimeter equipment which favorably impacted the gross margin by approximately 14 percentage points. Lower unit volumes and microprocessor average selling prices in the second quarter of 2008 compared to the first quarter of 2008 adversely impacted gross margin.

Operating loss for the second quarter of 2008 was \$143 million compared to an operating loss of \$214 million in the first quarter of 2008 and an operating loss of \$396 million in the second quarter of 2007. However, the improvement in operating performance in the second quarter of 2008 compared to the first quarter of 2008 and the second quarter of 2007 was primarily attributable to the gain on the tool sale referenced above. Our cash, cash equivalents and marketable securities at June 28, 2008 were \$1.6 billion, a decrease of \$322 million compared to December 29, 2007. Capital expenditures were \$104 million in the second quarter of 2008 compared to \$322 million in the first quarter of 2008 and \$414 million in the second quarter of 2007.

We continue to work towards improving our operating results with the goal of achieving operating profitability in the second half of 2008. We believe that we will be able to improve our financial performance in the second half of the year through the impact of the cost reduction actions we have taken during the first half of 2008, potential future cost reduction measures and an improved product mix from recently introduced products and anticipated new product introductions.

We intend the discussion of our financial condition and results of operations that follows to provide information that will assist you in understanding our financial statements, the changes in certain key items in those financial statements from period to period, the primary factors that resulted in those changes and how certain accounting principles, policies and estimates affect our financial statements.

### Critical Accounting Policies

Our discussion and analysis of our financial condition and results of operations are based upon our condensed consolidated financial statements, which have been prepared in accordance with U.S. generally accepted accounting principles. The preparation of our financial statements requires us to make estimates and judgments that affect the reported amounts in our condensed consolidated financial statements. We evaluate our estimates on an on-going basis, including those related to our revenues, inventories, asset impairments, and income taxes. We base our estimates on historical experience and on various other assumptions that we believe to be reasonable under the circumstances the results of which form the basis for making judgments about the carrying values of assets and liabilities. Although actual results have historically been reasonably consistent with management's expectations, the actual results may differ from these estimates or our estimates may be affected by different assumptions or conditions.

Management believes there have been no significant changes during the six months ended June 28, 2008 to the items that we disclosed as our critical accounting policies and estimates in the Management's Discussion and Analysis of Financial Condition and Results of Operations section of our Annual Report on Form 10-K for the fiscal year ended December 29, 2007 other than the following:

*Fair Value.* Effective December 30, 2007, we adopted SFAS No. 157, *Fair Value Measurements* (SFAS 157). SFAS 157 defines fair value, establishes a framework for measuring fair value and expands disclosure of fair value measurements. SFAS 157 applies under other accounting pronouncements that require or permit fair value measurements and accordingly, does not require any new fair value measurements.

The fair values of our financial instruments reflect the estimates of amounts that would be received from selling an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date (exit price). The fair value estimates presented in our consolidated financial statements are based on information available to us as of June 28, 2008 and December 29, 2007.

In accordance with SFAS 157, we apply a fair value hierarchy based on three levels of inputs, of which the first two are considered observable and the last unobservable, that may be used to measure fair value. The three levels are the following:

*Level 1* - Quoted prices in active markets for identical assets or liabilities.

*Level 2* - Inputs other than Level 1 that are observable, either directly or indirectly, such as quoted prices for similar assets or liabilities, quoted prices in markets that are not active, or other inputs that are observable or can be corroborated by observable market data for substantially the full term of the assets or liabilities.

*Level 3* - Unobservable inputs that are supported by little or no market activity and that are significant to the fair value of the assets or liabilities.

Our marketable securities at June 28, 2008 consisted of approximately \$136 million of student loan auction rate securities (ARS), \$32 million of municipal and corporate ARS and \$12 million ARS in preferred shares of closed end mutual funds. Approximately 97 percent of our ARS holdings are AAA rated investments and all the \$136 million student loan ARS are guaranteed by the Federal Family Educational Loan Program. Prior to February 2008, these securities were publicly quoted and traded in the auctions relating to such investments. We classified our ARS as Level 3 because their valuation requires substantial judgment and estimation of factors that are not currently observable in the market due to the lack of trading in the securities.

Historically, the fair value of our ARS investments has approximated face value due to the frequent auction periods, generally every 7 to 28 days, which provided liquidity to these investments. However, subsequent to February 2008, all auctions involving these securities have failed. The result of a failed auction is that these ARS will continue to pay interest in accordance with their terms at each respective auction date. However, liquidity of the securities will be limited until there is a successful auction, the issuer redeems the securities, the securities mature or until such time as other markets for these ARS investments develop. We cannot be certain regarding the amount of time it will take for an auction market or other markets to develop. Accordingly, we have concluded that the estimated fair value of the ARS no longer approximates the face value primarily due to the lack of immediate term liquidity.

We have estimated the fair values of our ARS investments at June 28, 2008 using a discounted cash flow model. Significant assumptions considered in the discounted cash flow model were the credit rating of the instruments, the percentage and the types of guarantees, the probability of the auction succeeding or the security being called, and an illiquidity discount factor. The key assumptions used in the discounted cash flow model used to determine that fair values as of June 28, 2008 were the discount factor to be applied and the period over which the cash flows would be expected to occur.

Our analyses indicated the fair value of our ARS investments was approximately \$180 million, as compared to a face value of approximately \$192 million as of June 28, 2008. The impairment in value, or \$12 million, is currently considered by us to be other than temporary in nature.

We expect that we will be able to sell these securities, and have the proceeds available for use in our operations within the next twelve months through a future successful auction, a sale to a buyer found outside the auction process, or through a redemption by which issuers establish a different form of financing to replace these securities.

If different assumptions were used for the various inputs to the valuation approach including, but not limited to, assumptions involving the estimated lives of the ARS investments, the estimated cash flows over those estimated lives, the estimated discount rates applied to those cash flows and the illiquidity factor, the estimated fair value of these investments could be significantly higher or lower than the fair value we determined as of June 28, 2008.

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### Results of Operations

We review and assess operating performance using segment net revenues and operating income (loss) before interest, other income (expense), minority interest, equity in net loss of Spansion Inc. and other and income taxes. These performance measures include the allocation of expenses to the operating segments based on management's judgment.

Prior to the second quarter of 2008, we had three reportable operating segments:

- the Computing Solutions segment, which included microprocessors, chipsets and embedded processors and related revenue;
- the Graphics segment, which included graphics, video and multimedia products and related revenue; and
- the Consumer Electronics segment, which included products used in handheld devices, digital televisions and other consumer electronics products, as well as revenue from royalties received in connection with sales of game console systems that incorporate our graphics technology.

In the second quarter of 2008, we decided to divest our Handheld and Digital Television businesses, which were previously part of the Consumer Electronics segment. As a result, we classified them as discontinued operations in our financial statements. We began reviewing and assessing operating performance using the following reportable operating segments:

- the Computing Solutions segment, which includes microprocessors, chipsets and embedded processors and related revenue; and
- the Graphics segment, which includes graphics, video and multimedia products and related revenue as well as revenue from royalties received in connection with the sale of game console systems that incorporate our graphics technology.

In addition to the reportable segments, we have an All Other category, which is not a reportable segment. This category consists of certain expenses and credits that are not allocated to any of the operating segments because we do not consider these expenses and credits in evaluating the performance of the operating segments. These expenses and credits include employee stock-based compensation expense, amortization of acquired intangible assets, integration charges, restructuring charges and charges for goodwill and intangible asset impairment.

The following table provides a summary of our net revenue and operating income (loss) by segment with reconciliations to net income (loss) for the quarters ended June 28, 2008, March 29, 2008, June 30, 2007 and six months ended June 28, 2008 and June 30, 2007.

<u>(In millions)</u>	<u>Quarter Ended</u>			<u>Six Months Ended</u>	
	<u>June 28, 2008</u>	<u>March 29, 2008</u>	<u>June 30, 2007</u>	<u>June 28, 2008</u>	<u>June 30, 2007</u>
Net revenue:					
Computing Solutions	\$ 1,101	\$ 1,194	\$ 1,098	\$ 2,295	\$ 2,017
Graphics	248	262	211	510	422
All Other	—	—	—	—	—
Total Net Revenue	<u>\$ 1,349</u>	<u>\$ 1,456</u>	<u>\$ 1,309</u>	<u>\$ 2,805</u>	<u>\$ 2,439</u>
Operating income (loss):					
Computing Solutions	\$ (9)	\$ (164)	\$ (269)	\$ (173)	\$ (600)
Graphics	(38)	13	(39)	(25)	(65)
All Other	(96)	(63)	(88)	(159)	(182)
Total Operating Income (Loss)	<u>\$ (143)</u>	<u>\$ (214)</u>	<u>\$ (396)</u>	<u>\$ (357)</u>	<u>\$ (847)</u>

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### ***Computing Solutions***

Computing Solutions net revenue of \$1.1 billion in the second quarter of 2008 was flat compared to net revenue of \$1.1 billion in the second quarter of 2007. Although unit shipments increased two percent, this increase was partially offset by a one percent decrease in average selling prices. The increase in unit shipments was driven primarily by a substantial increase in shipments of embedded processors. Average selling prices declined primarily due to a decline in average selling prices for our chipsets driven by a shift in the product mix to lower end chipset products.

Computing Solutions net revenue of \$1.1 billion in the second quarter of 2008 decreased 8 percent compared to net revenue of \$1.2 billion in the first quarter of 2008. Net revenue decreased primarily because of a 7 percent decrease in average selling prices. The decline in average selling prices was primarily due to lower average selling prices for microprocessor products. Microprocessor average selling prices decreased primarily due to a highly competitive pricing environment as well as a shift in the product mix. Unit shipments of our Computing Solutions' products were essentially flat. An increase in unit shipments of our chipset products was offset by a decrease in embedded processor and microprocessor unit shipments, which decreased because of seasonality and lower demand for older generation microprocessors.

Computing Solutions net revenue of \$2.3 billion in the first six months of 2008 increased 14 percent compared to net revenue of \$2 billion in the first six months of 2007. Revenue increased as a result of a 10 percent increase in unit shipments and a three percent increase in average selling prices. Unit shipments increased primarily due to a significant increase in microprocessor unit shipments driven by demand for our multi-core microprocessor products, which were not available in the first six months of 2007. Average selling prices increased because of a shift in product mix to multi-core microprocessor products.

Computing Solutions operating loss was \$9 million in the second quarter of 2008 compared to an operating loss of \$269 million in the second quarter of 2007. Cost of sales decreased \$244 million, research and development expenses increased \$16 million and marketing, general and administrative expenses decreased \$30 million. The primary reason for the decrease in operating loss was a \$193 million gain from the sale of 200 millimeter equipment recorded in cost of sales. The increase in research and development expenses and decrease in marketing, general and administrative expenses are explained under "Expenses" below.

Computing Solutions operating loss was \$9 million in the second quarter of 2008 compared to operating loss of \$164 million in the first quarter of 2008. Cost of sales decreased \$231 million. The primary reason for the decrease in our operating loss was the \$193 million gain from the sale of 200 millimeter equipment recorded in cost of sales referenced above. Net revenues decreased for the reasons set forth above.

Computing Solutions operating loss was \$173 million in the first six months of 2008 compared to an operating loss of \$600 million in the first six months of 2007. The \$427 million decrease in operating loss was primarily due to a \$278 million increase in net revenue and a \$196 million decrease in cost of sales. The decrease in cost of sales was primarily due to the \$193 million gain from the sale of 200 millimeter equipment referenced above. Net revenues increased for the reasons set forth above. Research and development increased \$81 million and marketing, general and administrative expenses decreased \$35 million. Research and development expenses increased and marketing, general and administrative expenses decreased for the reasons set forth under "Expenses" below.

### ***Graphics***

Graphics net revenue of \$248 million in the second quarter of 2008 increased 18 percent compared to net revenue of \$211 million in the second quarter of 2007. The increase in revenue was attributable to a greater than two fold increase in royalties received in connection with sales of game console systems that incorporate our graphics technology and a 14 percent increase in GPU unit shipments. Royalty revenue increased due to increased demand for the latest generation of game consoles. Unit shipments increased primarily due to increased demand for our GPU's for notebook PCs. These increases were partially offset by a 3 percent decrease in GPU average selling prices due to a competitive pricing environment and the shift in product mix towards lower end GPU products.

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Graphics net revenue of \$248 million in the second quarter of 2008 decreased 5 percent compared to net revenue of \$262 million in the first quarter of 2008 due to a 6 percent decrease in GPU unit shipments. GPU unit shipments decreased because of seasonality and weak overall market demand. Average selling prices were flat compared to the first quarter of 2008. Royalty revenue increased by 3 percent compared to the first quarter of 2008 due to increased demand for the latest generation of game consoles.

Graphics net revenue of \$510 million in the first six months of 2008 increased 21 percent compared to net revenue of \$422 million in the first six months of 2007. The increase in net revenue was driven by a 15 percent increase in GPU unit shipments and a greater than two fold increase in royalties received in connection with the sale of game console systems that incorporate our graphics technology. GPU unit shipments increased because of demand for our newer generation products, including GPU's for notebook PCs. Royalty revenue increased because of increased demand for the latest generation of game consoles. Average selling prices were flat compared to the first six months of 2007.

Graphics operating loss in the second quarter of 2008 was flat compared to the second quarter of 2007. The \$37 million increase in net revenue was almost entirely offset by a \$22 million increase in cost of sales and a \$13 million increase in marketing, general and administrative expenses. Cost of sales increased because of a 14 percent increase in GPU unit shipments. Net revenue increased for the reasons set forth above. Marketing, general and administrative expenses increased for the reasons set forth under "Expenses," below.

Graphics operating loss was \$38 million in the second quarter of 2008 compared to operating income of \$13 million in the first quarter of 2008. The \$14 million decrease in revenue and an increase in cost of sales of \$26 million contributed to the decline in operating performance. Cost of sales increased because of a higher cost per unit due to new products that were introduced in the second quarter of 2008. Net revenue decreased for the reasons set for the above. Research and development and marketing, general and administrative expenses were flat compared to first quarter 2008.

Graphics operating loss was \$25 million in the first six months of 2008 compared to an operating loss of \$65 million in the first six months of 2007. The improvement was primarily due to an \$88 million increase in net revenue. The improvement in operating results was mitigated by a \$29 million increase in cost of sales and a \$22 million increase in marketing, general and administrative expenses. Net revenue increased for the reasons set for the above. Cost of sales increased primarily due to a 15 percent increase in unit shipments. Marketing, general and administrative expenses increased for the reasons set forth under "Expenses," below.

### *All Other Category*

All Other operating loss of \$96 million in the second quarter of 2008 increased \$8 million compared to an operating loss of \$88 million in the second quarter of 2007. The increase in our operating loss was primarily due to a \$30 million restructuring charge related primarily to severance for workforce reductions that took place during the second quarter of 2008, partially offset by an \$11 million decrease in ATI acquisition-related charges. ATI acquisition-related charges decreased because we did not have any integration charges in the second quarter of 2008. Integration charges in the second quarter of 2007 were \$7 million. In addition, amortization expense related to our acquired intangible assets decreased by \$4 million because of the write down of certain intangible assets in the fourth quarter of 2007.

All Other operating loss of \$96 million in second quarter of 2008 increased by \$33 million compared to an operating loss of \$63 million in the first quarter of 2008. Operating loss increased primarily due to the \$30 million restructuring charge referenced above.

All Other operating loss of \$159 million in the first six months of 2008 improved \$23 million compared to an operating loss of \$182 million in the first six months of 2007. The decrease in operating loss was primarily attributable to a \$47 million decrease in ATI acquisition-related charges and a \$19 million decrease in employee stock-based compensation expense. The decrease in ATI acquisition-related charges was due to a decrease in the amortization expense of acquired intangible assets of \$9 million due to the write down of certain intangible assets in the fourth quarter of 2007, the absence of \$20 million in integration charges and the absence of an \$18 million charge related to the cost of fair value adjustment of acquired inventory.

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### *Comparison of Gross Margin, Expenses, Interest Income, Interest Expense, and other*

The following is a summary of certain consolidated statement of operations data for the periods indicated:

	Quarter Ended			Six Months Ended	
	June 28, 2008	March 29, 2008	June 30, 2007	June 28, 2008	June 30, 2007
			(In millions except for percentages)		
Cost of sales	\$ 653	\$ 852	\$ 870	\$ 1,505	\$ 1,685
Gross margin	696	604	439	1,300	754
Gross margin percentage	52%	41%	34%	46%	31%
Research and development	\$ 442	\$ 455	\$ 438	\$ 897	\$ 830
Marketing, general and administrative	337	334	356	671	683
Amortization of acquired intangible assets and integration charges	30	29	41	59	88
Restructuring charges	30	—	—	30	—
Interest income	10	15	19	25	35
Interest expense	(95)	(95)	(99)	(190)	(177)
Other income (expense), net	(10)	(1)	(9)	(11)	(7)
Equity in net loss of Spansion Inc. and other	(24)	—	(13)	(24)	(29)
Income tax provision (benefit)	\$ —	\$ —	\$ 24	\$ —	\$ 39

### **Gross Margin**

Gross margin as a percentage of net revenue increased to 52 percent in the second quarter of 2008 compared to 34 percent in the second quarter of 2007. The increase in gross margin included the effect of a \$193 million gain on the sale of 200 millimeter equipment recorded by our Computing Solutions segment, which favorably impacted gross margin by approximately 14 percentage points. The remainder of the increase was primarily due to a shift in microprocessor product mix from our single core products to our multi-core products, which generally have higher gross margins, partially offset by a decrease in average selling prices.

Gross margin as a percentage of net revenue increased to 52 percent in the second quarter of 2008 compared to 41 percent in the first quarter of 2008. The increase in gross margin included the effect of the \$193 million gain on the sale of 200 millimeter equipment referenced above. Without the effect of the gain, gross margin decreased approximately 4 percentage points. The decrease was primarily from lower microprocessor average selling prices.

Gross margin as a percentage of net revenue increased to 46 percent in the first six months of 2008 compared to 31 percent in the first six months of 2007. The increase in gross margin included the effect of the \$193 million gain on the sale of 200 millimeter equipment referenced above. The remainder of the increase was primarily due to a shift in product mix from single core microprocessors to our multi-core products, which generally have higher gross margins.

We record grants and allowances that we receive from the State of Saxony and the Federal Republic of Germany for Fab 30 or Fab 36 as long-term liabilities on our financial statements. We amortize these amounts as they are earned as a reduction to operating expenses. We record the amortization of the production related grants and allowances as a credit to cost of sales. The credit to cost of sales totaled \$18 million in the second quarter of 2008, \$18 million in the first quarter of 2008, and \$34 million in the second quarter of 2007. The fluctuations in the recognition of these credits have not significantly impacted our gross margins.

### **Expenses**

#### **Research and Development Expenses**

Research and development expenses of \$442 million in the second quarter of 2008 were relatively flat as compared to \$438 million in the second quarter of 2007. Research and development expenses attributable to our Computing Solutions segment increased \$16 million compared to the second quarter of 2007 primarily due to start-up costs for Fab 38 in second quarter of 2008, partially offset by a \$5 million decrease in stock-based compensation expenses. In addition, the second quarter of 2007 included \$7 million of severance charges for workforce reductions. We incurred a workforce reduction charge in the second quarter of 2008 pursuant to our restructuring plan. The associated charges, along with other restructuring related costs, were recorded separately under the caption "Restructuring Charges" on our condensed consolidated statement of operations. Research and development expenses attributable to our Graphics segment were flat.

Research and development expenses of \$442 million in the second quarter of 2008 decreased 3 percent from \$455 million in the first quarter of 2008. This decrease was primarily due to an \$8 million decrease in research and development expenses attributable to the Computing Solutions segment and a \$7 million decrease in stock-based compensation expenses. Computing Solutions research and development expenses decreased as a result of lower product and design engineering costs. Research and development expenses attributable to our Graphics segment were flat.

Research and development expenses of \$897 million in the first six months of 2008 increased 8 percent from \$830 million in the first six months of 2007. This increase was primarily due to an \$81 million increase in research and development expenses attributable to the Computing Solutions segment due to higher product design costs for our next generation microprocessor products and start-up

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costs for Fab 38. The increase in research and development expenses was mitigated by a \$3 million decrease in stock-based compensation expenses. In addition, the first six months of 2007 included severance charges of \$7 million for workforce reductions. We incurred a workforce reduction charge in the first six months of 2008 pursuant to our restructuring plan. The associated charge, along with other restructuring related costs, was recorded separately under the caption "Restructuring Charges" on our condensed consolidated statement of operations. Research and development expenses attributable to our Graphics segment were flat.

We apply for and obtain subsidies from the State of Saxony, the Federal Republic of Germany and the European Union for certain research and development projects. We record the amortization of the research and development related grants and allowances as well as the research and development subsidies as a reduction of research and development expenses when all conditions and requirements set forth in the subsidy are met. The credit to research and development expenses was \$8 million in the second quarter of 2008, \$8 million in the first quarter of 2008 and \$9 million in the second quarter of 2007. The credit to research and development expenses totaled \$16 million in the first six months of 2008 and \$13 million in the first six months of 2007.

### **Marketing, General and Administrative Expenses**

Marketing, general and administrative expenses of \$337 million in the second quarter of 2008 decreased 6 percent from \$356 million in the second quarter of 2007. This decrease was primarily due to a \$30 million decrease in marketing, general and administrative expenses attributable to our Computing Solutions segment, an \$8 million decrease in stock-based compensation expense and the absence of \$7 million of severance charges for workforce reductions incurred in second quarter of 2007. Computing Solutions' marketing, general and administrative expenses decreased due to lower marketing and cooperative advertising costs. The decrease in marketing, general and administrative expenses was offset in part by a \$13 million increase in marketing, general and administrative expenses attributable to our Graphics segment. Graphics' marketing, general and administrative expenses increased due to higher marketing and cooperative advertising costs, including those associated with new product introductions late in the second quarter. We incurred a workforce reduction charge in the second quarter of 2008 pursuant to our restructuring plan. The associated charges, along with other restructuring related costs, were recorded separately under the caption "Restructuring Charges" on our condensed consolidated statement of operations.

Marketing, general and administrative expenses of \$337 million in the second quarter of 2008 were relatively flat as compared to \$334 million in the first quarter of 2008.

Marketing, general and administrative expenses of \$671 million in the first six months of 2008 decreased 2 percent from \$683 million in the first six months of 2007. This decrease was primarily due to a \$35 million decrease in corporate marketing and branding expenses and lower employee bonus accrual for our Computing Solutions segment, a \$17 million decrease in stock-based compensation expense, and the absence of \$7 million of severance charges for workforce reductions incurred in first six months of 2007. We incurred workforce reduction charges in the first six months of 2008 pursuant to our restructuring plan. The associated charges, along with other restructuring related costs, were recorded separately under the caption "Restructuring Charges" on our condensed consolidated statement of operations. These decreases were partially offset by a \$22 million increase in marketing, general and administrative expenses for the Graphics segment and a \$7 million increase in information technology related expenses. Graphics marketing, general and administrative expenses increased due to increased spending for marketing and cooperative advertising costs related to the launch of new products.

### **Amortization of acquired intangible assets, integration charges and impairment of goodwill and acquired intangible assets**

Amortization of acquired intangible assets and integration charges was \$30 million in the second quarter of 2008 compared to \$41 million in the second quarter of 2007. The decrease of \$11 million was primarily attributable to the absence of \$7 million in charges related to the integration of the operations of AMD and ATI and a \$4 million decrease in amortization of acquired intangible assets due to the write-down of acquired intangible assets and revised amortization schedule for these assets following the impairment analysis conducted in the fourth quarter of 2007.

Amortization of acquired intangible assets of \$30 million in the second quarter of 2008 was relatively flat compared to \$29 million in the first quarter of 2008.

Amortization of acquired intangible assets and integration charges was \$59 million in the first six months of 2008 compared to \$88 million in the first six months of 2007. The decrease of \$29 million was primarily attributable to the absence of \$20 million in charges related to the integration of AMD and ATI operations and a \$9 million decrease in amortization of acquired intangible assets due to the write-down of the acquired intangible assets and revised amortization schedule for these assets following the impairment analysis conducted in the fourth quarter of 2007.

In the second quarter of 2008, we decided to divest our Handheld and Digital Television divisions and classify them as discontinued operations for purposes of financial reporting. As a result, we performed an interim impairment analysis and recorded an impairment charge of \$876 million associated with the goodwill and acquired intangible assets attributable to these businesses. See "Part I, Item 2 – MD&A – Discontinued Operations," for additional information.

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### **Interest Income**

Interest income of \$10 million in the second quarter of 2008 decreased from \$19 million in the second quarter of 2007 primarily due to lower weighted-average interest rates and lower average cash balances in the second quarter of 2008 as compared to the second quarter of 2007.

Interest income of \$10 million in the second quarter of 2008 decreased from \$15 million in the first quarter of 2008 primarily due to lower weighted-average interest rates and lower average cash balances in the second quarter of 2008 as compared to the first quarter of 2008.

Interest income of \$25 million in the first six months of 2008 decreased from \$35 million in the first six months of 2007, primarily due to lower weighted-average interest rates in the first six months of 2008 as compared to the first six months of 2007.

### **Interest Expense**

Interest expense of \$95 million in the second quarter of 2008 decreased from \$99 million in the second quarter of 2007. In the second quarter of 2008, interest expense on outstanding indebtedness decreased \$11 million because of a lower outstanding debt balance compared to the second quarter of 2007. This decrease was partially offset by a \$3 million increase in interest as a result of tax audits in the second quarter of 2008 compared to the second quarter of 2007.

Interest expense of \$95 million in the second quarter of 2008 was flat compared to the first quarter of 2008. Interest expense incurred on our Fab 36 Term Loan decreased \$4 million because we repaid \$45 million of the aggregate principal amount outstanding in April 2008. This decrease was offset by a \$4 million increase in interest expense as a result of tax audits in the second quarter of 2008 compared to the first quarter of 2008.

Interest expense of \$190 million for the first six months of 2008 increased \$13 million from \$177 million for the first six months of 2007 primarily due to a \$7 million decrease in capitalized interest expense in the first six months of 2008. We discontinued capitalizing interest on Fab 36 during 2008 when it was in full production. In addition, interest expense as a result of tax audits increased by \$4 million in the first six months of 2008 compared to the first six months of 2007.

### **Other Income/Expense, Net**

Other Expense, net of \$10 million in the second quarter of 2008 increased by \$1 million compared to the second quarter of 2007. In the second quarter of 2008, we recorded a \$12 million other than temporary impairment charge related to our portfolio of auction rate securities, or ARS. See "Financial Condition – Liquidity-Auction Rate Securities" for more information. However, this was offset by a \$5 million charge in the second quarter of 2007 related to unamortized debt issuance costs associated with the redemption of \$500 million of the principal outstanding amount of the October 2006 Term Loan, which did not recur during the second quarter of 2008.

Other Expense, net of \$10 million, in the second quarter of 2008 increased by \$9 million compared to the first quarter of 2008 primarily due to a \$12 million other than temporary impairment charge related to our portfolio of ARS recorded in the second quarter of 2008. See "Financial Condition – Liquidity-Auction Rate Securities" for more information.

Other Expense, net of \$11 million in the first six months of 2008 increased by \$4 million compared to the first six months of 2007. In the second quarter of 2008, we recorded a \$12 million other than temporary impairment charge related to our portfolio of ARS. However, this was offset by a \$5 million charge in the second quarter of 2007 related to unamortized debt issuance costs associated with the redemption of \$500 million of the principal outstanding amount of the October 2006 Term Loan.

### **Equity in net loss of Spansion Inc. and other**

Equity in net loss of Spansion Inc. and other for the three and six months ended June 28, 2008 consists of an other than temporary impairment charge on our investment in Spansion's common stock recorded in the second quarter. After giving consideration to Spansion's recent operating results and its stock price trends in the preceding six months, we concluded that the unrealized loss, which represents the difference between the carrying amounts of this investment at December 29, 2007 and June 28, 2008, was other than temporary. At June 28, 2008, we owned a total 14,037,910 shares, or approximately 8 percent, of Spansion's outstanding common stock. Our carrying cost of the investment was \$32 million, which represented the fair value of this investment based on the closing market price of Spansion's common stock on June 27, 2008.

Equity in net loss of Spansion Inc. and other for the three and six months ended June 30, 2007 consists of our share of the operating losses of Spansion Inc. under the equity method of accounting.

In the third quarter of 2007, we changed our accounting for this investment from the equity method of accounting for this investment as "available-for-sale" marketable securities under SFAS No. 115, *Accounting for Certain Investments in Debt and Equity Securities*.

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### Income Taxes

We recorded an income tax benefit of less than \$1 million in the second quarter of 2008, an income tax provision of \$24 million in the second quarter of 2007 and an income tax provision of less than \$1 million in the first quarter of 2008. For the six months ended June 28, 2008, we recorded an income tax benefit of less than \$1 million, and we recorded an income tax provision of \$39 million for the six months ended June 30, 2007.

For the second quarter and first six months of 2008, foreign taxes in profitable locations were substantially offset by discrete tax benefits. The income tax provisions in the second quarter and first six months of 2007 were primarily for deferred U.S. taxes related to indefinite-lived goodwill and foreign taxes in profitable locations. As of June 28, 2008, substantially all of our U.S. deferred tax assets, net of deferred tax liabilities, continued to be subject to a valuation allowance. The realization of these assets is dependent on substantial future taxable income, which in management's estimate at June 28, 2008, was not more likely than not to be achieved.

### Stock-Based Compensation

The following table summarizes stock-based compensation expense related to employee stock options, restricted stock, restricted stock units and employee stock purchases for the fiscal quarters and six months ended June 28, 2008 and June 30, 2007, respectively, which we allocated in the condensed consolidated statements of operations as follows:

	Quarter Ended			Six Months Ended	
	June 28, 2008	March 29, 2008 (In millions)	June 30, 2007	June 28, 2008 (In millions)	June 30, 2007 (In millions)
Cost of sales	\$ 3	\$ 3	\$ 2	\$ 6	\$ 5
Research and development	8	15	13	23	26
Marketing, general, and administrative	6	2	14	8	25
Total stock-based compensation expense related to employee stock options, restricted stock, restricted stock units, and employee stock purchases	17	20	29	37	56
Tax benefit	—	—	—	—	—
Stock-based compensation expense related to employee stock options, restricted stock, restricted stock units, and employee stock purchases, net of tax	<u>\$ 17</u>	<u>\$ 20</u>	<u>\$ 29</u>	<u>\$ 37</u>	<u>\$ 56</u>

Stock-based compensation expenses of \$17 million in the second quarter of 2008 decreased \$12 million compared to \$29 million in the second quarter of 2007 primarily due to the suspension of our employee stock purchase plan in late 2007, which resulted in no corresponding charges in the second quarter of 2008, and a net decrease in overall stock-based compensation expenses as a result of the lower average grant date fair value in the second quarter of 2008 as compared to the second quarter of 2007.

Stock-based compensation expenses of \$17 million in the second quarter of 2008 decreased \$3 million compared to \$20 million in the first quarter of 2008 primarily due to a net decrease in overall stock-based compensation expense as a result of the lower average grant date fair value in the second quarter of 2008 as compared to the first quarter of 2008. In addition, during the first quarter

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of 2008 we recorded a non-recurring credit due to the reversal of previously recognized stock-based compensation expenses related to certain performance based restricted stock unit grants. We reversed this expense because we concluded that the performance criteria were not achievable.

Stock-based compensation expenses of \$37 million in the first six months of 2008 decreased \$19 million compared to \$56 million in the first six months of 2007 primarily due to the suspension of our employee stock purchase plan in late 2007, which resulted in no corresponding charges in the first six months of 2008, the reversal of previously recognized stock-based compensation expense related to certain performance based restricted stock unit grants because we concluded that the performance criteria were not achievable and a net decrease in overall stock-based compensation expense as a result of the lower average grant date fair value in the first six months of 2008 as compared to the first six months of 2007.

### **International Sales**

International sales as a percent of worldwide net sales were 86 percent in the second quarter of 2008, 87 percent in the second quarter of 2007 and 88 percent in the first quarter of 2008. We expect that international sales will continue to be a significant portion of total sales in the foreseeable future. Our net sales were primarily denominated in the U.S. dollar.

### **Restructuring**

In the second quarter of fiscal 2008, we initiated a restructuring plan, which included a reduction-in-force (RIF) and contract termination costs related to technologies we were no longer pursuing. We recorded a total charge of \$32 million in connection with the restructuring plan. The RIF component, which is comprised primarily of severance for workforce reductions and costs related to the continuation of certain employee benefits, totaled approximately \$23 million. Other exit-related costs, including \$6 million of non-cash charges, totaled approximately \$9 million. With the exception of \$2 million, which we classified as discontinued operations, these charges have been aggregated and appear in the line item entitled "Restructuring Charges" in our condensed consolidated statement of operations.

During the second quarter of fiscal 2008, we paid approximately \$18 million of severance and benefits to employees affected by the RIF. We anticipate recording approximately \$9 million of additional severance in the third and fourth quarters of fiscal 2008 and to substantially complete the RIF by the end of fiscal 2008.

These cost containment actions are expected to result in savings of approximately \$64 million per annum once substantially completed by the fourth quarter of 2008. These savings are expected to be realized through savings of approximately \$38 million, \$20 million and \$6 million, in research and development expenses, marketing, general and administrative expenses and cost of sales, respectively. However, these savings may be offset by other unrelated costs incurred in future periods.

### **Discontinued Operations**

During the second quarter of 2008, we decided to divest our Handheld and Digital Television business units and classified them as discontinued operations in our financial statements. We discontinued amortization and depreciation related to the assets of these business units in the second quarter of 2008. Consequently, we have segregated the assets and liabilities related to our discontinued operations from assets and liabilities related to continuing operations on our balance sheet, and we segregated the operating results related to our discontinued operations from those of our continuing operations on our statements of operations for all periods presented.

As a result of our decision to divest our Handheld and Digital Television business units, we performed an interim impairment test of goodwill and acquired intangible assets and concluded that the carrying amounts of goodwill and certain definite-lived intangible assets associated with the Handheld and Digital Television business units were impaired and recorded an impairment charge. For goodwill, the impairment charge was determined by comparing the carrying value of goodwill assigned to the reporting units with the implied fair value of the goodwill. We considered the income approach in determining the implied fair value of the goodwill, which requires estimates of future operating results and cash flows of each of the reporting units discounted using estimated discount rates and took into consideration the estimated proceeds that we expect to receive in connection with any potential divestiture. For acquired intangible assets, we assessed the recoverability of the unamortized balances by comparing the undiscounted future net cash flows. For those acquired intangible assets where the unamortized balances exceed the undiscounted future net cash flows, we measured the amount of impairment by calculating the amount by which the carrying values exceeded the estimated fair values, which were based on projected discounted future net cash flows. We believe that the assumptions used for determining the impairment amounts for the goodwill and acquired intangible assets for these business units are reasonable. However, actual results could be significantly different from these assumptions, which could impact the future fair values of these business units and may result in further impairment charges, which would be reflected in "discontinued operations." The remaining carrying values of goodwill and acquired intangible assets related to these business units were reclassified to assets of discontinued operations.

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The results from discontinued operations are as follows:

(In millions)	Quarter Ended		Six Months Ended	
	June 28, 2008	June 30, 2007	June 28, 2008	June 30, 2007
Revenue	\$ 37	\$ 69	\$ 86	\$ 172
Operating expenses	(79)	(138)	(178)	(302)
Impairment of goodwill and acquired intangible assets	(876)	—	(876)	—
Restructuring charges	(2)	—	(2)	—
Loss from discontinued operations	<u>\$ (920)</u>	<u>\$ (69)</u>	<u>\$ (970)</u>	<u>\$ (130)</u>

The carrying value of the assets related to discontinued operations was \$372 million and \$1.3 billion as of June 28, 2008 and December 29, 2007, respectively. Included in these balances is goodwill and acquired intangible assets in the amounts of \$318 million and \$1.2 billion as of June 28, 2008 and December 29, 2007, respectively. The carrying value of the liabilities for discontinued operations was \$23 million and \$43 million as of June 28, 2008 and December 29, 2007, respectively. Cash flows from discontinued operations are not material and are combined with cash flows from continuing operations within our condensed consolidated statement of cash flows categories.

## FINANCIAL CONDITION

Our cash, cash equivalents and marketable securities at June 28, 2008 totaled \$1.6 billion, and our debt and capital lease obligations totaled \$5.3 billion.

In the second quarter of 2008, we decided to divest our Handheld and Digital Television divisions and classify them as discontinued operations for financial reporting. We believe the absence of any cash flows from our discontinued operations will not have a material impact on our future liquidity and financial position. Accordingly, we have combined cash flow from discontinued operations with cash flow from continuing operations within each cash flow statement category stated below.

### Net Cash Used in Operating Activities

Net cash used in operating activities was \$226 million in the first six months of 2008. Non-cash charges included in the net loss of \$1.5 billion consisted primarily of \$876 million of goodwill and acquisition-related intangible impairment charges attributable to discontinued operations, \$627 million of depreciation and amortization expense, \$41 million of stock-based compensation expense and \$35 million of other than temporary impairment on marketable securities. These charges were offset by \$169 million net gain on the sale and disposal of property, plant and equipment, a majority of which consisted of proceeds from the sale of certain 200-millimeter wafer fabrication equipment, and amortization of foreign grants and subsidies of \$46 million. The net changes in operating assets at June 28, 2008 compared to December 30, 2007 included a decrease in accounts payable and other accrued liabilities of \$254 million primarily due to our cost cutting programs, a decrease in accounts receivable of \$185 million due to a decrease in sales, and a decrease in prepaid and other assets of \$34 million primarily related to a decrease in receivables of foreign grants and subsidies.

Net cash used in operating activities was \$594 million in the first six months of 2007. Non-cash charges included in the net loss of \$1.2 billion consisted primarily of \$640 million of depreciation and amortization expense, \$59 million of stock-based compensation expense and \$29 million related to our share of Spansion's net loss. These charges were offset by amortization of foreign grants and subsidies of \$80 million. The net changes in operating assets at June 30, 2007 compared to December 31, 2006 included a decrease in accounts receivable of \$495 million due to improved cash collections during the first six months of 2007, an increase in inventories of \$78 million, an increase in prepaid and other assets of \$180 million, and a decrease in accounts payable and other accrued liabilities of \$262 million. The increase in prepaid and other assets was primarily related to an increase in receivables of foreign grants and subsidies, technology licenses and prepaid insurance. Accounts payable and accrued liabilities decreased primarily because of the timing of payments made to vendors during the first six months of 2007.

### Net Cash Used in Investing Activities

Net cash used in investing activities was \$31 million in the first six months of 2008, primarily as a result of \$429 million of cash used to purchase property, plant and equipment, payments of \$95 million in connection with the exercise of our call option to repurchase the limited partnership interest in AMD Fab 36 KG held by one of the unaffiliated partners, Fab 36 Beteiligungs GmbH & Co. KG, and a payment of \$34 million for a technology license, partially offset by \$361 million of proceeds from the sale of 200-millimeter wafer fabrication equipment and \$164 million in net proceeds from the sale and maturity of available-for-sale securities.

Net cash used in investing activities was \$1.1 billion in the first six months of 2007, primarily as a result of \$1 billion of cash used to purchase property, plant and equipment, and a net cash outflow of \$129 million from purchases and maturity of available-for-sale securities. This was partially offset by proceeds of \$13 million from the sale of part of our investment in Spansion Inc.

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### **Net Cash Provided by Financing Activities**

Net cash provided by financing activities was \$135 million in the first six months of 2008 primarily due to proceeds of grants and subsidies from the Federal Republic of Germany and the State of Saxony for the Fab 36 project of \$104 million and for the Fab 38 project of \$42 million. In addition, we received proceeds of \$65 million from the sale of certain of our accounts receivable to IBM Credit LLC pursuant to a Sale of Receivables – Supplier Agreement, partially offset by \$51 million of payments for debt and capital lease obligations and payments of \$38 million in connection with the exercise of our call option to repurchase the silent partnership contributions in AMD Fab 36 KG held by Fab 36 Beteiligungs GmbH & Co. KG. See Part II, Item 5 “Other Information” for additional information regarding the Sale of Receivables – Supplier Agreement.

Net cash provided by financing activities was \$1.6 billion in the first six months of 2007 primarily due to the issuance of \$2.2 billion of 6.00% Notes during the second quarter of 2007, \$156 million of grants and subsidies from the Federal State of Saxony for the Fab 36 project, and \$46 million in proceeds from the issuance of stock under our Employee Stock Purchase Plan and the exercise of employee stock options. These amounts were offset by \$531 million of payments for debt and capital lease obligations, which included a prepayment of \$500 million under our October 2006 Term Loan, and \$182 million for the purchase of the capped call in connection with the 6.00% Notes. During the first six months of 2007, we did not realize any excess tax benefits related to stock-based compensation. Therefore, we did not record any financing cash flows due to our net operating loss carry-forward and 100 percent valuation allowance on our U.S. deferred tax assets.

### **Liquidity**

We believe that our current cash, cash equivalents and marketable securities balances at June 28, 2008, anticipated cash flow from operations and available external financing will be sufficient to fund our operations and capital investments in the next twelve months and over the longer term, including approximately \$470 million we plan to spend for capital expenditures during the remainder of fiscal 2008. Over the longer term, should additional funding be required, such as to meet payment obligations of our long-term debt when due, we may need to raise the required funds through borrowings or public or private sales of debt or equity securities, which may be issued from time to time under an effective registration statement, through the issuance of securities in a transaction exempt from registration under the Securities Act of 1933, or a combination of one or more of the foregoing.

We believe that in the event additional funding is required, we will be able to access the capital markets on terms and in amounts adequate to meet our objectives. However, given the current weakness in market conditions and the possibility of a further deterioration in market conditions or other occurrences, there can be no certainty that such funding will be available on terms favorable to us or at all.

*Auction Rate Securities.* The recent uncertainties in the credit markets have affected all of our ARS and auctions for these securities have failed to settle on their respective settlement dates. As a result, reliable Level 1 or Level 2 pricing is not available for these ARS. In light of these developments, to determine the fair value for our ARS, we obtained broker reports and discussed with brokers the critical inputs that they used in their proprietary models to access fair value, which included liquidity, rating, and discounted cash flows associated with these ARS. In addition, we performed a net present value calculation on expected future cash flows. Based on these factors, we concluded that the fair value of our ARS was lower than par and recorded an other than temporary impairment charge of \$12 million for the period ended June 28, 2008. In the second calendar quarter of 2008, in markets where similar securities are traded, there has been an increase in securities called. As of June 28, 2008, we classified our investments in ARS as current assets because we reasonably expect that we will be able to sell these securities and have the proceeds available for use in our operations within the next twelve months through a future successful auction or sale to a buyer found outside the auction process, or through a redemption by which issuers establish a different form of financing to replace these securities.

Our investments in ARS include approximately \$136 million of student loan ARS, \$32 million of municipal and corporate ARS and \$12 million ARS in preferred shares of closed end mutual funds. Approximately 97 percent of our ARS holdings are AAA rated investments, and all of the \$136 million student loan ARS are guaranteed by the Federal Family Educational Loan Program.

We are not dependant on liquidating our ARS in the next twelve months in order to meet our liquidity needs. At this time, we believe that the current illiquidity of these investments is temporary. We will continue to monitor and assess the situation by considering factors including the success or continued failure of future auctions, possible failure of the investments to be redeemed, deterioration of the credit ratings of the investments, market risk and other factors. Such a reassessment may change the classification of these investments to long-term, or result in a conclusion that these investments are further impaired. If we determine that the fair value of our ARS has further declined and such a decline is temporary, we would record a temporary impairment within other comprehensive income, a component of our stockholders' equity. If we determine that such decline in fair value is other than temporary, we would record further impairment charge in our consolidated statements of operations, which could materially adversely impact our results of operations.

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### Contractual Obligations

The following table summarizes our principal contractual cash obligations at June 28, 2008, and is supplemented by the discussion following the table:

	Payment due by period						Fiscal 2013 and beyond
	Total	Remaining Fiscal 2008	Fiscal 2009	Fiscal 2010 (In millions)	Fiscal 2011	Fiscal 2012	
5.75% Senior Notes due 2012	\$ 1,500	\$ —	\$ —	\$ —	\$ —	\$ 1,500	\$ —
6.00% Senior Notes due 2015	2,200	—	—	—	—	—	2,200
Fab 36 Term Loan	795	89	246	290	170	—	—
Repurchase obligations to Fab 36 Partners <sup>(1)</sup>	63	31	32	—	—	—	—
7.75% Senior Notes Due 2012	390	—	—	—	—	390	—
Other debt	11	1	2	2	1	2	3
Other long-term liabilities	114	—	42	43	3	8	18
Aggregate interest obligation <sup>(2)</sup>	1,486	154	283	262	250	218	319
Obligations under capital leases <sup>(3)</sup>	448	22	43	43	43	43	254
Operating leases	315	35	63	56	31	27	103
Unconditional purchase commitments <sup>(4)</sup>	2,112	402	521	289	220	112	568
Total contractual obligations	\$ 9,434	\$ 734	\$ 1,232	\$ 985	\$ 718	\$ 2,300	\$ 3,465

(1) Represents the amount of silent partnership contributions that our subsidiaries are required to repurchase from the remaining unaffiliated limited partner of AMD Fab 36 KG and is exclusive of the guaranteed rate of return. See “Fab 36 Term Loan and Guarantee and Fab 36 Partnership Agreements,” below.

(2) Represents estimated aggregate interest obligations for our debt obligations, excluding capital lease obligations, including the guaranteed rate of return on our repurchase of the unaffiliated partners’ silent partnership contributions, based on our assumptions regarding wafer output.

(3) Includes principal and interest.

(4) We have unconditional purchase commitments for goods and services where payments are based, in part, on volume or type of services we require. In those cases, we only included the minimum volume of purchase commitments in the table above. Also, purchase orders for goods and services that are cancelable upon notice and without significant penalties are not included in the amounts above.

#### 5.75% Convertible Senior Notes due 2012

On August 14, 2007, we issued \$1.5 billion aggregate principal amount of 5.75% Convertible Senior Notes due 2012. The 5.75% Notes bear interest at 5.75% per annum. Interest is payable in arrears on February 15 and August 15 of each year beginning February 15, 2008 until the maturity date of August 15, 2012. The terms of the 5.75% Notes are governed by an Indenture (the 5.75% Indenture), dated as of August 14, 2007, by and between us and Wells Fargo Bank, National Association, as Trustee.

The 5.75% Notes will be convertible, in whole or in part, at any time prior to the close of business on the business day immediately preceding the maturity date of the 5.75% Notes, into shares of our common stock based on an initial conversion rate of 49.6771 shares of common stock per \$1,000 principal amount of the 5.75% Notes, which is equivalent to an initial conversion price of approximately \$20.13 per share. This initial conversion price represents a premium of 50% relative to the last reported sale price of our common stock on August 8, 2007 (the trading date preceding the date of pricing of the 5.75% Notes) of \$13.42 per share. This initial conversion rate will be adjusted for certain anti-dilution events. In addition, the conversion rate will be increased in the case of corporate events that constitute a fundamental change (as defined in the 5.75% Indenture) of AMD under certain circumstances. Holders of the 5.75% Notes may require us to repurchase the 5.75% Notes for cash equal to 100% of the principal amount to be repurchased plus accrued and unpaid interest upon the occurrence of a fundamental change (as defined in the 5.75% Indenture) or a termination of trading (as defined in the Indenture). Additionally, an event of default (as defined in the 5.75% Indenture) may result in the acceleration of the maturity of the 5.75% Notes.

The 5.75% Notes rank equally in right of payment with our existing and future senior debt and senior in right of payment to all of our future subordinated debt. The 5.75% Notes rank junior in right of payment to all our existing and future senior secured debt to the extent of the collateral securing such debt and are structurally subordinated to all existing and future debt and liabilities of our subsidiaries.

The net proceeds from the offering, after deducting discounts, commissions and offering expenses payable by us, were approximately \$1.5 billion. We used all of the net proceeds, together with available cash, to repay in full the remaining outstanding balance of the October 2006 Term Loan. All security interests under the October 2006 Term Loan were released. In connection with this repayment, we recorded a charge of approximately \$17 million to write off the remaining unamortized debt issuance costs associated with the October 2006 Term Loan.

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We may elect to purchase or otherwise retire our 5.75% Notes with cash, stock or other assets from time to time in open market or privately negotiated transactions, either directly or through intermediaries, or by tender offer, when we believe the market conditions are favorable to do so. Such purchases may have a material effect on our liquidity, financial condition and results of operations.

### **6.00% Convertible Senior Notes due 2015**

On April 27, 2007, we issued \$2.2 billion aggregate principal amount of 6.00% Convertible Senior Notes due 2015. The 6.00% Notes bear interest at 6.00% per annum. Interest is payable in arrears on May 1 and November 1 of each year beginning November 1, 2007 until the maturity date of May 1, 2015. The terms of the 6.00% Notes are governed by an Indenture (the 6.00% Indenture), dated April 27, 2007, by and between us and Wells Fargo Bank, National Association, as Trustee.

Upon the occurrence of certain events described in the 6.00% Indenture, the 6.00% Notes will be convertible into cash up to the principal amount, and if applicable, into shares of our common stock issuable upon conversion of the 6.00% Notes (the 6.00% Conversion Shares) in respect of any conversion value above the principal amount, based on an initial conversion rate of 35.6125 shares of common stock per \$1,000 principal amount of 6.00% Notes, which is equivalent to an initial conversion price of \$28.08 per share. This initial conversion price represents a premium of 100% relative to the last reported sale price of our common stock on April 23, 2007 (the trading date preceding the date of pricing of the 6.00% Notes) of \$14.04 per share. The conversion rate will be adjusted for certain anti-dilution events. In addition, the conversion rate will be increased in the case of corporate events that constitute a fundamental change (as defined in the 6.00% Indenture) under certain circumstances. Holders of the 6.00% Notes may require us to repurchase the 6.00% Notes for cash equal to 100% of the principal amount to be repurchased plus accrued and unpaid interest upon the occurrence of a fundamental change or a termination of trading (as defined in the 6.00% Indenture). Additionally, an event of default (as defined in the 6.00% Indenture) may result in the acceleration of the maturity of the 6.00% Notes.

The 6.00% Notes rank equally with our existing and future senior debt and are senior to all of our future subordinated debt. The 6.00% Notes rank junior to all of our existing and future senior secured debt to the extent of the collateral securing such debt and are structurally subordinated to all existing and future debt and liabilities of our subsidiaries.

In connection with the issuance of the 6.00% Notes, on April 24, 2007, we purchased the capped call. The capped call has an initial strike price of \$28.08 per share, subject to certain adjustments, which matches the initial conversion price of the 6.00% Notes, and a cap price of \$42.12 per share. The capped call is intended to reduce the potential common stock dilution to then existing stockholders upon conversion of the 6.00% Notes because the call option allows us to receive shares of common stock from the counterparty generally equal to the number of shares of common stock issuable upon conversion of the 6.00% Notes. We do not anticipate experiencing an increase in the number of shares outstanding from the conversion of the 6.00% Notes unless the price of our common stock appreciates above \$42.12 per share. If, however, the market value per share of our common stock, as measured under the terms of the capped call, exceeds the cap price of the capped call, there would be dilution to the extent that the then market value per share of the common stock exceeds the cap price. We analyzed the capped call under EITF Issue No. 00-19, *Accounting for Derivative Financial Instruments Indexed to, and Potentially Settled In, a Company's Own Stock*, and determined that it meets the criteria for classification as an equity transaction. As a result, we have recorded the purchase of the capped call as a reduction in additional paid-in capital and will not recognize subsequent changes in its fair value.

The net proceeds from the offering, after deducting discounts, commissions and offering expenses payable by us, were approximately \$2.2 billion. We used approximately \$182 million of the net proceeds to purchase the capped call and applied \$500 million of the net proceeds to prepay a portion of the amount outstanding under the October 2006 Term Loan. In connection with this repayment, we recorded a charge of approximately \$5 million to write off unamortized debt issuance costs associated with the October 2006 Term Loan repayment.

We may elect to purchase or otherwise retire our 6.00% Notes with cash, stock or other assets from time to time in open market or privately negotiated transactions, either directly or through intermediaries, or by tender offer, when we believe the market conditions are favorable to do so. Such purchases may have a material effect on our liquidity, financial condition and results of operations.

### **Fab 36 Term Loan and Guarantee and Fab 36 Partnership Agreements**

Our 300-millimeter wafer fabrication facility, Fab 36, is owned by AMD Fab 36 Limited Liability Company & Co. KG (or AMD Fab 36 KG), a German limited partnership. We control the management of AMD Fab 36 KG through a wholly owned Delaware subsidiary, AMD Fab 36 LLC, which is a general partner of AMD Fab 36 KG. AMD Fab 36 KG is our indirect consolidated subsidiary.

To date, we have provided a significant portion of the financing for Fab 36. In addition, Leipziger Messe GmbH, a nominee of the State of Saxony, Fab 36 Beteiligungs GmbH, an investment consortium arranged by M+W Zander Facility Engineering GmbH, the general contractor for the project, and a consortium of banks have provided financing for the project. We have also received grants and allowances from federal and state German authorities for the Fab 36 project.

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The funding to construct and facilitate Fab 36 has consisted of:

- equity contributions from us of \$923 million under the partnership agreements, revolving loans from us of up to approximately \$1.2 billion, and guarantees from us for amounts owed by AMD Fab 36 KG and its affiliates to the lenders and unaffiliated partners;
- investments of approximately \$505 million from Leipziger Messe and Fab 36 Beteiligungs;
- a loan of approximately \$893 million from a consortium of banks, which was fully drawn as of December 2006;
- up to approximately \$857 million of subsidies consisting of grants and allowances from the Federal Republic of Germany and the State of Saxony, depending on the level of capital investments by AMD Fab 36 KG, of which \$627 million of cash has been received as of June 28, 2008;
- up to approximately \$36 million of subsidies consisting of grants and allowances, from the Federal Republic of Germany and the State of Saxony, depending on the level of capital investments in connection with expansion of production capacity at our Dresden site, of which \$9 million has been received as of June 28, 2008; and
- a loan guarantee from the Federal Republic of Germany and the State of Saxony of 80 percent of the losses sustained by the lenders referenced above after foreclosure on all other security.

As of June 28, 2008, we contributed to AMD Fab 36 KG the full amount of equity required under the partnership agreements and no loans from us were outstanding. These amounts have been eliminated in our consolidated financial statements.

On April 21, 2004, AMD Fab 36 KG entered into a 700 million euro Term Loan Facility Agreement among AMD Fab 36 KG, as borrower, and a consortium of banks led by Dresdner Bank AG, as lenders, dated April 21, 2004 (Fab 36 Term Loan) and other related agreements (collectively, the Fab 36 Loan Agreements) to finance the purchase of equipment and tools required to operate Fab 36. The consortium of banks agreed to make available up to \$893 million in loans to AMD Fab 36 KG upon its achievement of specified milestones, including attainment of "technical completion" at Fab 36, which required certification by the banks' technical advisor that AMD Fab 36 KG had a wafer fabrication process suitable for high-volume production of advanced microprocessors and had achieved specified levels of average wafer starts per week and average wafer yields, as well as cumulative capital expenditures of approximately \$1.6 billion.

Effective as of October 10, 2006, we amended the terms of the Fab 36 Term Loan. Under the amended and restated Fab 36 Term Loan, AMD Fab 36 KG borrowed in U.S. dollars. To protect the lenders from currency risks, if our consolidated cash is below \$1 billion or our credit rating drops below B3 by Moody's and B- by Standard & Poor's, AMD Fab 36 KG will be required to maintain a cash reserve account with deposits equal to 5 percent of the amount of U.S. dollar loans outstanding under the Fab 36 Term Loan and to make balancing payments into this account equal to the difference between (x) the total amount of U.S. dollar loans outstanding under the Fab 36 Term Loan and (y) the U.S. dollar equivalent of 700 million euros (as reduced by repayments, prepayments, cancellations, and any outstanding loans denominated in euros.)

In October 2006, AMD Fab 36 KG borrowed \$645 million (the First Installment), and in December 2006, AMD Fab 36 KG borrowed \$248 million under the Fab 36 Term Loan (the Second Installment). As of June 28, 2008, AMD Fab 36 KG had borrowed the full amount available under the Fab 36 Term Loan and the total amount outstanding under the Fab 36 Term Loan was \$795 million. AMD Fab 36 KG may select an interest period of one, two, or three months or any other period agreed between AMD Fab 36 KG and the lenders. The rate of interest on each installment for the interest period selected is the percentage rate per annum which is the aggregate of the applicable margin, plus LIBOR plus minimum reserve cost if any. As of June 28, 2008, the rate of interest was 4.58375 percent for the First Installment and 4.57125 percent for the Second Installment. This loan is repayable in quarterly installments and terminates in March 2011. An aggregate of \$98 million has been repaid as of June 28, 2008.

The amended and restated Fab 36 Term Loan also sets forth certain covenants applicable to AMD Fab 36 KG. For example, for as long as group consolidated cash is at least \$1 billion, our credit rating is at least B3 by Moody's and B- by Standard & Poor's, and no event of default has occurred, the only financial covenant that AMD Fab 36 KG is required to comply with is a loan to fixed asset value covenant. Specifically, the loan to fixed asset value (as defined in the Fab 36 Term Loan) as at the end of any relevant period specified in Column A below cannot exceed the percentage set out opposite such relevant period in Column B below:

<u>Column A (Relevant Period)</u>	<u>Column B (Maximum Percentage of Loan to Fixed Asset Value)</u>
up to and including 31 December 2008	50 percent
up to and including 31 December 2009	45 percent
Thereafter	40 percent

As of June 28, 2008, AMD Fab 36 KG was in compliance with this covenant.

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If group consolidated cash is less than \$1 billion or our credit rating is below B3 by Moody's and B- by Standard & Poor's, AMD Fab 36 KG will also be required to maintain minimum cash balances equal to the lesser of 100 million euros and 50 percent of the total outstanding amount under the Fab 36 Term Loan. AMD Fab 36 KG may elect to maintain the minimum cash balance in an equivalent amount of U.S. dollars if group consolidated cash is at least \$500 million. If on any scheduled repayment date, our credit rating is Caa2 or lower by Moody's or CCC or lower by Standard & Poor's, AMD Fab 36 must increase the minimum cash balances by five percent of the total outstanding amount, and at each subsequent request of Dresdner Bank, by a further five percent of the total outstanding amount until such time as either the credit rating increases to at least Ba3 by Moody's and BB- by Standard & Poor's or the minimum cash balances are equal to the total outstanding amounts. Our credit rating was B1 with Moody's and B with Standard and Poor's as of June 28, 2008. AMD Fab 36 KG pledged substantially all of its current and future assets as security under the Fab 36 Loan Agreements, we pledged our equity interest in AMD Fab 36 Holding and AMD Fab 36 LLC, AMD Fab 36 Holding pledged its equity interest in AMD Fab 36 Admin and its partnership interest in AMD Fab 36 KG and AMD Fab 36 Admin and AMD Fab 36 LLC pledged all of their partnership interests in AMD Fab 36 KG. We guaranteed the obligations of AMD Fab 36 KG to the lenders under the Fab 36 Loan Agreements. We also guaranteed repayment of grants and allowances by AMD Fab 36 KG, should such repayment be required pursuant to the terms of the subsidies provided by the federal and state German authorities.

Pursuant to the terms of the Guarantee Agreement among us, as guarantor, AMD Fab 36 KG, Dresdner Bank AG and Dresdner Bank AG, Niederlassung Luxemburg, we have to comply with specified adjusted tangible net worth and EBITDA financial covenants if the sum of our group consolidated cash declines below the following amounts:

Amount (in millions)	if Moody's Rating is at least	and	if Standard & Poor's Rating is at least
\$ 500	B1 or lower	and	B+ or lower
425	Ba3	and	BB-
400	Ba2	and	BB
350	Ba1	and	BB+
300	Baa3 or better	and	BBB-or better

As of June 28, 2008, group consolidated cash was greater than \$500 million and, therefore, the financial covenants were not applicable.

If our group consolidated cash declines below the amounts set forth above, we would be required to maintain adjusted tangible net worth, determined as of the last day of each preceding fiscal quarter, of not less than \$1.75 billion.

In addition, if our group consolidated cash declines below the amounts set forth above, we would be required to maintain EBITDA (as defined in the Fab 36 Term Loan) as of the last day of each preceding fiscal period set forth below in an amount not less than the amount set forth below opposite the date of such preceding fiscal period:

Period	Amount (In millions)
For the four consecutive fiscal quarters ending December 2005 and for the four fiscal quarters ending on each fiscal quarter thereafter	\$850 and \$750 on an annualized basis for the two most recent fiscal quarters ending prior to December 31, 2006

Also on April 21, 2004, AMD, AMD Fab 36 KG, AMD Fab 36 LLC, AMD Fab 36 Holding GmbH, a German company and wholly owned subsidiary of AMD that owns substantially all of our limited partnership interest in AMD Fab 36 KG, and AMD Fab 36 Admin GmbH, a German company and wholly owned subsidiary of AMD Fab 36 Holding that owns the remainder of our limited partnership interest in AMD Fab 36 KG, (collectively referred to as the AMD companies) entered into a series of agreements (the partnership agreements) with the unaffiliated limited partners of AMD Fab 36 KG, Leipziger Messe and Fab 36 Beteiligungs, relating to the rights and obligations with respect to their limited partner and silent partner contributions in AMD Fab 36 KG. The partnership was established for an indefinite period of time. A partner may terminate its participation in the partnership by giving twelve months advance notice to the other partners. The termination becomes effective at the end of the year following the year during which the notice is given. However, other than for good cause, a partner's termination will not be effective before December 31, 2015.

The partnership agreements set forth each limited partner's aggregate capital contribution to AMD Fab 36 KG and the milestones for such contributions. Pursuant to the terms of the partnership agreements, AMD, through AMD Fab 36 Holding and AMD Fab 36 Admin, provided an aggregate of \$923 million, Leipziger Messe provided an aggregate of \$316 million and Fab 36 Beteiligungs provided an aggregate of \$189 million. The capital contributions of Leipziger Messe and Fab 36 Beteiligungs are comprised of limited partnership contributions and silent partnership contributions. These contributions were due at various dates upon the achievement of milestones relating to the construction and operation of Fab 36 and have been made in full.

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The partnership agreements also specify that the unaffiliated limited partners will receive a guaranteed rate of return of between 11 percent and 13 percent per annum on their total investment depending upon the monthly wafer output of Fab 36. We guaranteed these payments by AMD Fab 36 KG.

In April 2005, we amended the partnership agreements in order to restructure the proportion of Leipziger Messe's silent partnership and limited partnership contributions. Although the total aggregate amount that Leipziger Messe has agreed to provide remained unchanged, the portion of its contribution that constitutes limited partnership interests was reduced by \$79 million while the portion of its contribution that constitutes silent partnership interests was increased by a corresponding amount. In this report, we refer to this additional silent partnership contribution as the New Silent Partnership Amount.

Pursuant to the terms of the partnership agreements and subject to the prior consent of the Federal Republic of Germany and the State of Saxony, AMD Fab 36 Holding and AMD Fab 36 Admin have a call option over the limited partnership interests held by Leipziger Messe, first exercisable three and one-half years after Leipziger Messe has completed its capital contribution and every three years thereafter. In addition, AMD Fab 36 Holding and AMD Fab 36 Admin had the same call option rights over the partnership interests held by Fab 36 Beteiligungs and exercised the option on April 1, 2008 for approximately \$95 million. As of June 28, 2008, the remaining unaffiliated limited partner, Leipziger Messe, held partnership interests of approximately \$252 million, of which \$189 million was for its limited partnership interests and \$63 million was for its silent partnership interests.

In addition, commencing five years after the completion of its capital contribution, Leipziger Messe has the right to sell its limited partnership interest to third parties (other than competitors), subject to a right of first refusal held by AMD Fab 36 Holding and AMD Fab 36 Admin, or to put its limited partnership interest to AMD Fab 36 Holding and AMD Fab 36 Admin. The put option is thereafter exercisable every three years. Leipziger Messe also has a put option in the event they are outvoted at AMD Fab 36 KG partners' meetings with respect to certain specified matters such as increases in the partners' capital contributions beyond those required by the partnership agreements, investments significantly in excess of the business plan, or certain dispositions of the limited partnership interests of AMD Fab 36 Holding and AMD Fab 36 Admin. The purchase price under the put option is Leipziger Messe's capital account balance plus accumulated or accrued profits. The purchase price under the call option is the same amount, plus a premium of \$5.5 million. The right of first refusal price is the lower of the put option price or the price offered by the third party that triggered the right. We guaranteed the payments under the put options.

In addition, AMD Fab 36 Holding and AMD Fab 36 Admin are obligated to repurchase Leipziger Messe's silent partnership interests in annual 25 percent installments. As of June 28, 2008, of the \$126 million of Leipziger Messe's silent partnership interests, AMD Fab 36 Holding and AMD Fab 36 Admin repurchased \$63 million.

Under U.S. generally accepted accounting principles, we initially classified the portion of the silent partnership contribution that is mandatorily redeemable as debt on the consolidated balance sheets at its fair value at the time of issuance because of the mandatory redemption features described in the preceding paragraph. Each accounting period, we increase the carrying value of this debt towards its ultimate redemption value of the silent partnership contributions by the guaranteed annual rate of return of between 11 percent and 13 percent. We record this periodic accretion to redemption value as interest expense.

Leipziger Messe's limited partnership contributions and the New Silent Partnership Portion described above are not mandatorily redeemable, but rather are subject to redemption outside of the control of AMD Fab 36 Holding and AMD Fab 36 Admin. In consolidation, we initially record these contributions as minority interest, based on its fair value. Each accounting period, we increase the carrying value of this minority interest toward its ultimate redemption value of these contributions by the guaranteed rate of return of between 11 percent and 13 percent. We classify this periodic accretion of redemption value as minority interest. No separate accounting is required for the put and call options because they are not freestanding instruments and not considered derivatives under FASB Statement No. 133, *Accounting for Derivative Instruments and Hedging Activities*.

In addition to support from us and the consortium of banks referenced above, the Federal Republic of Germany and the State of Saxony have agreed to support the Fab 36 project in the form of:

- a loan guarantee equal to 80 percent of the losses sustained by the lenders after foreclosure on all other security; and
- subsidies consisting of grants and allowances totaling up to approximately \$857 million, depending on the level of capital investments by AMD Fab 36 KG, and \$36 million, depending on the level of capital investments for expansion of production capacity at our Dresden site.

In connection with the receipt of investment grants for the Fab 36 project, AMD Fab 36 KG is required to attain a certain employee headcount by December 2008 and is required to maintain this headcount through December 2013. We record these grants as long-term liabilities on our consolidated balance sheet and amortize them to operations ratably starting from December 2004 through December 2013. Initially, we amortized the grant amounts as a reduction to research and development expenses. Beginning in the first

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quarter of 2006 when Fab 36 began producing revenue generating products, we started amortizing these amounts as a reduction to cost of sales. For allowances, starting from the first quarter of 2006, we amortize the amounts as a reduction of depreciation expense ratably over the life of the investments because these allowances are intended to subsidize the capital investments. Noncompliance with the covenants contained in the subsidy documents could result in the repayment of all or a portion of the amounts received to date.

As of June 28, 2008, AMD Fab 36 KG received cash allowances of \$407 million for capital investments made in 2003 through 2007 as well as cash grants of \$221 million for capital investments made in 2003 through the first half of 2008 and a prepayment for capital investments planned for the second half of 2008. The Fab 36 Loan Agreements also require that we:

- provide funding to AMD Fab 36 KG if cash shortfalls occur, including funding shortfalls in government subsidies resulting from any defaults caused by AMD Fab 36 KG or its affiliates; and
- guarantee 100 percent of AMD Fab 36 KG's obligations under the Fab 36 Loan Agreements until the loans are repaid in full.

Under the Fab 36 Loan Agreements, AMD Fab 36 KG, AMD Fab 36 Holding and AMD Fab 36 Admin are generally prevented from paying dividends or making other payments to us. In addition, AMD Fab 36 KG would be in default under the Fab 36 Loan Agreements if we or any of the AMD companies fail to comply with certain obligations thereunder or upon the occurrence of certain events and if, after the occurrence of the event, the lenders determine that their legal or risk position is adversely affected.

Circumstances that could result in a default include:

- our failure to provide loans to AMD Fab 36 KG as required under the Fab 36 Loan Agreements;
- failure to pay any amount due under the Fab 36 Loan Agreements within five days of the due date;
- occurrence of any event which the lenders reasonably believe has had or is likely to have a material adverse effect on the business, assets or condition of AMD Fab 36 KG or AMD or their ability to perform under the Fab 36 Loan Agreements;
- filings or proceedings in bankruptcy or insolvency with respect to us, AMD Fab 36 KG or any limited partner;
- occurrence of a change in control (as defined in the Fab 36 Loan Agreements) of AMD;
- AMD Fab 36 KG's noncompliance with certain affirmative and negative covenants, including restrictions on payment of profits, dividends or other distributions except in limited circumstances and restrictions on incurring additional indebtedness, disposing of assets and repaying subordinated debt; and
- AMD Fab 36 KG's noncompliance with certain financial covenants, including loan to fixed asset value ratio and, in certain circumstances, a minimum cash covenant.

In general, any default with respect to other indebtedness of AMD or AMD Fab 36 KG that is not cured, would result in a cross-default under the Fab 36 Loan Agreements.

The occurrence of a default under the Fab 36 Loan Agreements would permit the lenders to accelerate the repayment of all amounts outstanding under the Fab 36 Term Loan. In addition, the occurrence of a default under this agreement could result in a cross-default under the indenture governing our 7.75% Notes, 6.00% Notes and 5.75% Notes. We cannot provide assurance that we would be able to obtain the funds necessary to fulfill these obligations. Any such failure would have a material adverse effect on us.

### **7.75% Senior Notes Due 2012**

On October 29, 2004, we issued \$600 million of 7.75% Senior Notes due 2012 in a private offering pursuant to Rule 144A and Regulation S under the Securities Act of 1933, as amended. On April 22, 2005, we exchanged these notes for publicly registered notes which have substantially identical terms as the old notes except that the publicly registered notes are registered under the Securities Act of 1933, and, therefore, do not contain legends restricting their transfer. Our 7.75% Notes mature on November 1, 2012. Interest on our 7.75% Notes is payable semiannually in arrears on May 1 and November 1, beginning May 1, 2005. Prior to November 1, 2008, we may redeem some or all of our 7.75% Notes at a price equal to 100 percent of the principal amount plus accrued and unpaid interest plus a "make-whole" premium, as defined in the indenture governing our 7.75% Notes. Thereafter, we may redeem our 7.75% Notes for cash at the following specified prices plus accrued and unpaid interest:

<u>Period</u>	<u>Price as Percentage of Principal Amount</u>
Beginning on November 1, 2008 through October 31, 2009	103.875 percent
Beginning on November 1, 2009 through October 31, 2010	101.938 percent
Beginning on November 1, 2010 through October 31, 2011	100.000 percent
On November 1, 2011	100.000 percent

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Holders have the right to require us to repurchase all or a portion of our 7.75% Notes in the event that we undergo a change of control, as defined in the indenture governing our 7.75% Notes at a repurchase price of 101 percent of the principal amount plus accrued and unpaid interest.

The indenture governing our 7.75% Notes contains certain covenants that limit, among other things, our ability and the ability of our restricted subsidiaries, which include all of our subsidiaries, from:

- incurring additional indebtedness except specified permitted debt;
- paying dividends and making other restricted payments;
- making certain investments if an event of default exists, or if specified financial conditions are not satisfied;
- creating or permitting certain liens;
- creating or permitting restrictions on the ability of the restricted subsidiaries to pay dividends or make other distributions to us;
- using the proceeds from sales of certain assets;
- entering into certain types of transactions with affiliates; and
- consolidating, merging or selling our assets as an entirety or substantially as an entirety.

In February 2006, we redeemed 35 percent (or \$210 million) of the aggregate principal amount outstanding of our 7.75% Notes. The holders of our 7.75% Notes received 107.75 percent of the principal amount of our 7.75% Notes plus accrued interest. In connection with this redemption, we recorded a charge of approximately \$16 million, which represents our 7.75% redemption premium, and a charge of \$4 million, which represents 35 percent of the unamortized issuance costs incurred in connection with the original issuance of our 7.75% Notes.

We may elect to purchase or otherwise retire the remaining principal outstanding under our 7.75% Notes with cash, stock or other assets from time to time in open market or privately negotiated transactions, either directly or through intermediaries, or by tender offer, when we believe the market conditions are favorable to do so. Such purchases may have a material effect on our liquidity, financial condition and results of operations.

### ***Other Long-Term Liabilities***

Other Long-Term Liabilities in the Contractual Obligations table above includes \$70 million of payments due under certain software and technology licenses that will be paid through 2010 and \$38 million related to employee benefit obligations. Other Long-Term Liabilities excludes amounts recorded on our consolidated balance sheet that do not require us to make cash payments, which, as of June 28, 2008, primarily consisted of \$401 million of deferred grants and subsidies related to the Fab 36 in Dresden and a \$16 million deferred gain as a result of the sale and leaseback of our headquarters in Sunnyvale, California in 1998.

Other Long Term Liabilities in the Contractual Obligations table above also excludes \$145 million of non-current uncertain tax benefits under FIN 48, which are included in the caption, "Other Long Term Liabilities" on our consolidated balance sheet at June 28, 2008. Included in the non-current uncertain tax benefits is a potential cash payment of approximately \$26 million that could be payable by us upon settlement with a taxing authority. We have not included this amount in the Contractual Obligations table above as we cannot make a reasonably reliable estimate regarding the timing of any settlement with the respective taxing authority, if any.

### ***Capital Lease Obligations***

As of June 28, 2008, we had aggregate outstanding capital lease obligations of \$243 million. Included in this amount is \$224 million in obligations under certain energy supply contracts which AMD entered into with local energy suppliers to provide our Dresden wafer fabrication facilities with utilities (gas, electricity, heating and cooling) to meet the energy demands for our manufacturing requirements. We account for certain fixed payments due under these energy supply arrangements as capital leases pursuant to EITF Issue No. 01-8, *Determining Whether an Arrangement Contains a Lease* and FASB Statement No. 13, *Accounting for Leases*. The capital lease obligations under the energy supply arrangements are payable in monthly installments through 2020.

### ***Operating Leases***

We lease certain of our facilities, including our executive offices in Sunnyvale, California, and in some jurisdictions we lease the land on which these facilities are built, under non-cancelable lease agreements that expire at various dates through 2021. We lease certain of our manufacturing and office equipment for terms ranging from one to five years. Our total future non-cancelable lease obligations as of June 28, 2008 were \$315 million, of which \$41 million is accrued as a liability for certain facilities that were included in our 2002 Restructuring Plan. We will make these payments through 2011.

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### ***Unconditional Purchase Commitments***

Total non-cancelable purchase commitments as of June 28, 2008, were \$2.1 billion for periods through 2020. These purchase commitments include \$1 billion related to contractual obligations of our Dresden facilities to purchase energy and gas and approximately \$375 million representing future payments to IBM for the period from March 30, 2008 through 2011 pursuant to our joint development agreement. As IBM's services are being performed ratably over the life of the agreement, we expense the payments as incurred. The remaining purchase commitments also include non-cancelable contractual obligations to purchase raw materials, natural resources and office supplies.

In connection with the acquisition of ATI, we made several commitments to the Minister of Industry under the Investment Canada Act, including that we will: increase spending on research and development in Canada to a specified amount over the course of a three-year period when compared to ATI's expenditures in this area in prior years; maintain Canadian employee headcount at specified levels by the end of the three-year anniversary of the acquisition; increase by a specified amount the number of our Canadian employees focusing on research and development; attain specified Canadian capital expenditures over a three-year period; maintain a presence in Canada through a variety of commercial activities for a period of five years; and nominate a Canadian for election to our Board of Directors over the next five years. Our minimum required Canadian capital expenditures and research and development commitments are included in our aggregate unconditional purchase commitments. We expect that commitments relating to our Handheld and Digital Television business units will no longer apply to the extent that these units are divested.

### ***Sale of Receivables Classified as Other Short-Term Obligations***

On March 26, 2008, we entered into a Sale of Receivables – Supplier Agreement with IBM Credit LLC, or IBM Credit, and one of our wholly-owned subsidiaries, AMD International Sales & Service, Ltd., or AMDISS, entered into the same sales agreement with IBM United Kingdom Financial Services Ltd., or IBM UK, pursuant to which we and AMDISS agreed to sell to each of IBM Credit and IBM UK certain receivables. Pursuant to the sales agreements, the IBM parties agreed to purchase from the AMD parties invoices of specified AMD customers up to credit limits set by the IBM parties for any applicable AMD customer. As of June 28, 2008, only selected distributor customers have participated in this program. Because we do not recognize revenue until our distributors sell our products to their customers, we classified funds received from the IBM parties as debt according to the requirement of EITF 88-18, *Sales of Future Revenues*. The debt is reduced as the IBM parties receive payments from the distributors. As of June 28, 2008, \$60 million was outstanding under these agreements. This amount appears as other short-term obligations on our consolidated balance sheet and is not considered a cash settlement.

### **Off-Balance Sheet Arrangements**

#### ***Guarantees of Indebtedness Recorded on our Consolidated Balance Sheet***

As of June 28, 2008, the principal guarantee recorded on our consolidated balance sheet was \$63 million, which represents the amount of silent partnership contributions that we are required to repurchase from Leipziger Messe and is exclusive of the guaranteed rate of return of an aggregate of approximately \$158 million. Of this amount, \$31 million is expected to expire by the end of 2008, and \$32 million is expected to expire by the end of 2009. No incremental liabilities are recorded on our condensed consolidated balance sheet for this guarantee.

#### ***Guarantees of Indebtedness Not Recorded on our Condensed Consolidated Balance Sheet***

##### *AMTC and BAC Guarantees*

The Advanced Mask Technology Center GmbH & Co. KG (AMTC) and Maskhouse Building Administration GmbH & Co. KG (BAC) are joint ventures initially formed by AMD, Infineon Technologies AG (Infineon) and DuPont Photomasks, Inc. (Dupont) for the purpose of constructing and operating an advanced photomask facility in Dresden, Germany. We procure advanced photomasks from AMTC and uses them in manufacturing its microprocessors. In April 2005, DuPont was acquired by Toppan Printing Co., Ltd. and became a wholly owned subsidiary of Toppan, named Toppan Photomasks, Inc. In December 2007, Infineon entered into an assignment agreement to transfer its interest in AMTC and BAC to Qimonda AG, with the exception of certain AMTC/BAC related payment guarantees. The assignment became effective in January 2008.

In December 2002, BAC obtained a \$118 million term loan to finance the construction of the photomask facility. At the same time, AMTC and BAC, as lessor, entered into a lease agreement. The term of the lease agreement is ten years. Each joint venture partner guaranteed a specific percentage of AMTC's rental payments. Pursuant to an agreement between AMTC, BAC and DuPont (now Toppan), AMTC may exercise a "step-in" right, in which it would assume Toppan's remaining rental payments in connection with the rental agreement between Toppan and BAC. As of June 28, 2008, our guarantee of AMTC's portion of the rental obligation was approximately \$10 million and our maximum liability in the event AMTC exercises its "step-in" right and the other joint venture partners default under the guarantee was approximately \$98 million. These estimates are based upon forecasted rents to be charged in the future and are subject to change based upon the actual usage of the facility by the tenants and foreign currency exchange rates.

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In December 2007, AMTC entered into a new \$107 million revolving credit facility, of which \$99 million was outstanding as of June 28, 2008. The proceeds were used to repay all amounts outstanding under a previous \$189 million revolving credit facility and to provide additional financing for the acquisition of new tools. Subject to certain conditions under the revolving credit facility, AMTC may request that the loan amount be increased by an additional \$63 million. The term of the revolving credit facility is three years. Upon request by AMTC and subject to certain conditions, the term of the revolving credit facility may be extended by two additional one-year periods. Pursuant to a guarantee agreement, each joint venture partner guaranteed one third of AMTC's outstanding loan balance under the revolving credit facility. As of June 28, 2008, our liability under this guarantee was \$33 million plus our portion of accrued interest and expenses. Our maximum liability under this guarantee is \$36 million plus our portion of accrued interest and expenses. Under the terms of the guarantee, if our group consolidated cash (which is defined as cash, cash equivalents and marketable securities less the aggregate amount outstanding under any revolving credit facility) is less than or expected to be less than \$500 million, we will be required to provide cash collateral equal to one third of the balance outstanding under the revolving credit facility. We evaluated whether we should account for this guarantee under the provisions of FIN 45 and concluded it was immaterial to our financial position or results of operations.

### **Outlook**

Our outlook disclosure is based on current expectations and contains forward-looking statements. Reference should be made to "Cautionary Statement Regarding Forward-Looking Statements" at the beginning of this section. For a discussion of the factors that could cause actual results to differ materially from the forward-looking statements in the following disclosure, see the "Risk Factors" section in this report and such other risks and uncertainties as set forth in this report or detailed in our other SEC reports and filings.

In the seasonally up third quarter of 2008, we expect revenue from continuing operations to increase in line with seasonality. We also expect that in the third quarter of 2008: operating expenses will be approximately 4 percent lower than the second quarter of 2008; amortization expense for acquired intangible assets will be approximately \$30 million; and depreciation and amortization expense will be approximately \$300 million. We also expect capital expenditures to be approximately \$900 million for the entire 2008 fiscal year.

### **Recently Issued Accounting Pronouncements**

In March 2008, the FASB issued Statement No. 161, *Disclosures about Derivative Instruments and Hedging Activities – an amendment of FASB Statement No. 133* (SFAS 161). This statement requires enhanced disclosures about an entity's derivative and hedging activities and is effective for financial statements issued for fiscal years and interim periods beginning after November 15, 2008, with earlier application encouraged. We will adopt SFAS 161 in the first fiscal quarter of 2009. Since SFAS 161 requires only additional disclosures concerning derivatives and hedging activities, adoption of SFAS 161 will not have an impact on our consolidated financial condition, results of operations or cash flows. The adoption of SFAS 161 will change our disclosures for derivative instruments and hedging activities beginning in the first quarter of fiscal 2009.

In May 2008, the FASB issued FSP APB No. 14-1, "Accounting for Convertible Debt Instruments That May Be Settled in Cash upon Conversion (Including Partial Cash Settlement)" (FSP APB 14-1). This FSP requires the issuer of certain convertible debt instruments that may be settled in cash (or other *assets*) on conversion to separately account for the liability (debt) and equity (conversion option) components of the instrument in a manner that reflects the issuer's nonconvertible debt borrowing rate. The effective date of the FSP is for financial statements issued for fiscal years beginning after December 15, 2008 and interim periods within those fiscal years and it does not permit earlier application. However, the transition guidance requires retroactive application to all periods presented. This FSP will impact our accounting for the \$2.2 billion 6.00% Notes whereby the equity component would be included in the paid-in-capital portion of stockholders' equity on the balance sheet and the value of the equity component would be treated as an original issue discount for purposes of accounting for the debt component. Higher interest expense will result by recognizing accretion of the discounted carrying value of the 6.00% Notes to their face amount as interest expense over the term of the 6.00% Notes. We expect to have higher interest expense beginning in the first fiscal quarter of 2009 due to the interest accretion, and the interest expense associated with the 6.00% Notes for prior periods will also be higher than previously reported due to the retrospective application of the FSP. Based on our preliminary analysis, the interest expense associated with our 6.00% Notes will be approximately \$17 million, \$26 million and \$30 million higher for fiscal years 2007, 2008 and 2009 respectively, as a result of adopting this FSP.

### **ITEM 3. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK**

Reference is made to "Part II, Item 7A, Quantitative and Qualitative Disclosures about Market Risk," in our Annual Report on Form 10-K for the fiscal year ended December 29, 2007. There have not been significant changes in the market risk since December 29, 2007, except as follows:

As of June 28, 2008, we had approximately \$180 million investments in ARS after recording an other than temporary impairment charge of \$12 million. During the first six months of 2008, the market conditions for these ARS deteriorated due to the uncertainties in the credit markets. As a result, we were not able to sell our ARS as scheduled in the auction market during the first six months of 2008. See "Part I, Item II – Management's Discussion and Analysis of Financial Condition and Results of Operations" for further information.

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As of June 28, 2008, we owned a total 14,037,910 shares, or approximately 8 percent, of the outstanding common stock of Spansion, Inc. Our carrying cost of the investment was \$32 million, which represented the fair value of this investment based on the closing market price of Spansion's common stock on June 27, 2008. We recorded an impairment charge of \$24 million during the second quarter of 2008. To the extent that the fair value of our investment in Spansion changes in the future due to fluctuations in Spansion's stock price, we may record further impairment charges. See "Part I, Item II – Management's Discussion and Analysis of Financial Condition and Results of Operations" for further information.

### **ITEM 4. CONTROLS AND PROCEDURES**

We maintain disclosure controls and procedures that are designed to ensure that information required to be disclosed in our Exchange Act reports is recorded, processed, summarized and reported within the time periods specified in the SEC's rules and forms, and that such information is accumulated and communicated to our management, including our Chief Executive Officer and Chief Financial Officer, as appropriate, to allow for timely decisions regarding required disclosure. In designing and evaluating our disclosure controls and procedures, our management recognizes that any controls and procedures, no matter how well designed and operated, can provide only reasonable assurance of achieving the desired control objectives, and our management is required to apply its judgment in evaluating the cost-benefit relationship of possible controls and procedures.

As of June 28, 2008, the end of the period covered by this report, we carried out an evaluation, under the supervision and with the participation of our management, including our Chief Executive Officer and Chief Financial Officer, of the effectiveness of the design and operation of our disclosure controls and procedures. Based on the foregoing, our Chief Executive Officer and Chief Financial Officer concluded that our disclosure controls and procedures were effective at the reasonable assurance level.

There have not been any changes in our internal controls over financial reporting during the first six months of 2008 that have materially affected, or are reasonably likely to materially affect, our internal controls over financial reporting.

## **PART II. OTHER INFORMATION**

### **ITEM 1. LEGAL PROCEEDINGS**

*AMD and AMDISS v. Intel Corporation and Intel Kabushiki Kaisha, Civil Action No. 05-441, in the United States District Court for the District of Delaware.*

At a hearing on June 5, 2008, the court reset the trial date to February 15, 2010.

#### *GPU Class Action Lawsuits*

On April 24, 2008, plaintiffs filed their motions for class certification, and on May 20, 2008, defendants filed oppositions to plaintiffs' motions. The court held a hearing on plaintiffs' motions for class certification on July 1 and 2, 2008. On July 18, 2008, the court denied the indirect purchasers' motion for class certification in its entirety and granted class certification only to a limited class of individuals and entities who purchased graphics processing card products online from defendants' websites in the United States during the period from December 4, 2002 to November 7, 2007.

#### *AMD v. Samsung Electronics Co. et al*

On February 19, 2008, AMD and ATI Technologies ULC filed a complaint against Samsung Electronics Co., Ltd. and related Samsung entities alleging infringement of six AMD patents. The complaint was amended in May 2008 to add a seventh patent and also to add two additional Samsung entities as defendants to the suit. The case is filed in U.S. District Court, Northern District of California, case number 3:08-CV-0986-SI. The AMD patents generally relate to semiconductors, semiconductor memory, and related products. We are seeking damages and injunctive relief. Samsung filed an answer and counterclaims on May 15, 2008, alleging infringement by us of six Samsung patents. The Samsung patents generally relate to semiconductor fabrication and design. Our reply to Samsung's counterclaims is due August 2, 2008. Samsung is seeking damages and injunctive relief.

### **ITEM 1A. RISK FACTORS**

*This description of our business risk factors includes any material changes to and supersedes risk factors previously disclosed in Part I, Item 1A of our Annual Report on Form 10-K for the fiscal year ended December 29, 2007 and in Part II, Item 1A of our Quarterly Report on Form 10-Q for the fiscal quarter ended March 29, 2008.*

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### **Risks Related to Our Business**

#### **Intel Corporation's dominance of the microprocessor market and its aggressive business practices may limit our ability to compete effectively.**

Intel Corporation has dominated the market for microprocessors for many years. Intel's significant financial resources enable it to market its products aggressively, to target our customers and our channel partners with special incentives, and to discipline customers who do business with us. These aggressive activities have in the past and are likely in the future to result in lower unit sales and average selling prices for our products and adversely affect our margins and profitability.

Intel also manufactures and sells integrated graphics chipsets bundled with their microprocessors and is a dominant competitor with respect to this portion of our business. Intel could leverage its dominance in the microprocessor market to sell its integrated chipsets. Moreover, computer manufacturers are increasingly using integrated graphics chipsets, particularly for notebooks, because they cost less than traditional discrete graphics components while offering reasonably good graphics performance for most mainstream PCs.

Also, Intel has stated that it intends to reenter the discrete GPU market. Intel's actions could shrink the total available market for certain of our graphics products. Intel could also take other actions that place our discrete GPUs and integrated chipsets at a competitive disadvantage such as giving one or more of our competitors in the graphics market, such as Nvidia Corporation, preferential access to its proprietary graphics interface or other useful information.

Intel exerts substantial influence over computer manufacturers and their channels of distribution through various brand and other marketing programs. Because of its dominant position in the microprocessor market, Intel has been able to control x86 microprocessor and computer system standards and to dictate the type of products the microprocessor market requires of us. Intel also dominates the computer system platform, which includes core logic chipsets, graphics chips, motherboards and other components necessary to assemble a computer system. As a result, OEMs that purchase microprocessors for computer systems are highly dependent on Intel, less innovative on their own and, to a large extent, are distributors of Intel technology. Additionally, Intel is able to drive de facto standards for x86 microprocessors that could cause us and other companies to have delayed access to such standards.

As long as Intel remains in this dominant position, we may be materially adversely affected by Intel's:

- business practices, including rebating and allocation strategies and pricing actions, designed to limit our market share;
- product mix and introduction schedules;
- product bundling, marketing and merchandising strategies;
- exclusivity payments to its current and potential customers;
- control over industry standards, PC manufacturers and other PC industry participants, including motherboard, memory, chipset and basic input/output system, or BIOS, suppliers and software companies as well as the graphics interface for Intel platforms; and
- marketing and advertising expenditures in support of positioning the Intel brand over the brand of its OEM customers.

We expect Intel to maintain its dominant position and to continue to invest heavily in marketing, research and development, new manufacturing facilities and other technology companies. Intel has substantially greater financial resources than we do and accordingly spends substantially greater amounts on research and development and production capacity than we do. To the extent Intel manufactures a significantly larger portion of its microprocessor products using more advanced process technologies, or introduces competitive new products into the market before we do, we may be more vulnerable to Intel's aggressive marketing and pricing strategies for microprocessor products.

Intel's dominant position in the microprocessor market and integrated graphics chipset market, its existing relationships with top-tier OEMs and its aggressive marketing and pricing strategies could result in lower unit sales and average selling prices for our products, which could have a material adverse effect on us.

#### **If we cannot generate sufficient revenues and operating cash flow or obtain external financing, we may face a cash shortfall and be unable to make all of our planned capital expenditures.**

During the first quarter of 2008, we decided to decrease our total fiscal 2008 capital expenditures from \$1.1 billion to approximately \$900 million. Our ability to fund capital expenditures in accordance with our business plan depends on generating sufficient cash flow from operations and the availability of external financing, if necessary. Our capital expenditures, together with ongoing operating expenses, will be a substantial drain on our cash flow and may decrease our cash balances. As of June 28, 2008, we had approximately \$1.6 billion in cash, cash equivalents and marketable securities. During the first six months of 2008, we incurred substantial losses that have had a negative impact on cash balances. During the first six months of 2008, net cash used in operating activities was \$226 million and net cash used in investing activities was \$31 million.

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The timing and amount of our capital requirements cannot be precisely determined at this time and will depend on a number of factors including future demand for products, product mix, changes in semiconductor industry conditions and market competition. We regularly assess markets for external financing opportunities, including debt and equity financing. Additional debt or equity financing may not be available when needed or, if available, may not be available on satisfactory terms. The recent developments in the credit markets, such as the subprime mortgage crisis, may further adversely impact our ability to obtain debt financing when needed. Our inability to obtain needed financing or to generate sufficient cash from operations may require us to abandon projects or curtail capital expenditures. If we curtail capital expenditures or abandon projects, we could be materially adversely affected.

### **We have a substantial amount of indebtedness that could adversely affect our financial position and prevent us from implementing our strategy or fulfilling our contractual obligations.**

As of June 28, 2008, we had consolidated debt of \$5.3 billion. Our substantial indebtedness may:

- make it difficult for us to satisfy our financial obligations, including making scheduled principal and interest payments;
- limit our ability to borrow additional funds for working capital, capital expenditures, acquisitions and general corporate and other purposes;
- limit our ability to use our cash flow or obtain additional financing for future working capital, capital expenditures, acquisitions or other general corporate purposes;
- require us to use a substantial portion of our cash flow from operations to make debt service payments;
- place us at a competitive disadvantage compared to our less leveraged competitors; and
- increase our vulnerability to the impact of adverse economic and industry conditions.

### **We may not be able to generate sufficient cash to service our debt obligations.**

Our ability to make payments on and to refinance our debt, or our guarantees of other parties' debts, will depend on our financial and operating performance, which may fluctuate significantly from quarter to quarter, and is subject to prevailing economic conditions and financial, business and other factors, many of which are beyond our control. We cannot assure you that we will be able to generate sufficient cash flow or that we will be able to borrow funds in amounts sufficient to enable us to service our debt or to meet our working capital and capital expenditure requirements. If we are not able to generate sufficient cash flow from operations or to borrow sufficient funds to service our debt, we may be required to sell assets or equity, reduce capital expenditures, refinance all or a portion of our existing debt or obtain additional financing. We cannot assure you that we will be able to refinance our debt, sell assets or equity or borrow more funds on terms acceptable to us, if at all.

### **The agreements governing our borrowing arrangements impose restrictions on us that may adversely affect our ability to operate our business.**

The indenture governing our 7.75% Notes contains various covenants that limit our ability to:

- incur additional indebtedness, except specified permitted debt;
- pay dividends and make other restricted payments;
- make certain investments if a default or an event of default exists, or if specified financial conditions are not satisfied;
- create or permit certain liens;
- create or permit restrictions on the ability of certain restricted subsidiaries to pay dividends or make other distributions to us;
- use the proceeds from certain asset sales;
- enter into certain types of transactions with affiliates; and
- consolidate, merge or sell assets as an entirety or substantially as an entirety unless specified conditions are met.

In addition, our Fab 36 term loan contains restrictive covenants, including a prohibition on the ability of our German subsidiary, AMD Fab 36 KG, and its affiliated limited partners to pay us dividends and other payments and also require us to maintain specified financial ratios when group consolidated cash is below specified amounts. Our ability to satisfy these covenants, financial ratios and tests can be affected by events beyond our control. We cannot assure you that we will meet those requirements. A breach of any of these covenants, financial ratios or tests could result in a default under the term loan agreement.

The agreements governing our borrowing arrangements contain cross-default provisions whereby a default under one agreement would likely result in cross defaults under agreements covering other borrowings. For example, the occurrence of a default with respect to any indebtedness or any failure to repay debt when due in an amount in excess of \$50 million would cause a cross default under the indentures governing our 5.75% Notes, 6.00% Notes and 7.75% Notes. The occurrence of a default under any of these

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borrowing arrangements would permit the applicable lenders or note holders to declare all amounts outstanding under those borrowing arrangements to be immediately due and payable. If the note holders or the trustee under the indentures governing our 5.75% Notes, 6.00% Notes or 7.75% Notes accelerate the repayment of borrowings, we cannot assure you that we will have sufficient assets to repay those borrowings and our other indebtedness.

### **If we are unable to successfully implement our cost cutting efforts, our business could be materially adversely affected.**

For the second quarter of fiscal 2008, we incurred a net loss of approximately \$1.2 billion. We have taken and plan to continue to undertake a number of actions to decrease our expenses and realign our cost structure. For example, in April 2008, we commenced headcount reductions, with the goal of reducing headcount by approximately 10 percent by the end of the fourth quarter of 2008. Similarly, we intend to decrease fiscal 2008 capital expenditures by about \$200 million to a total of \$900 million. We cannot assure you that we will be able to reduce our expenses as planned, and if we are unable to do so, our goal of achieving operating profitability could fail to materialize in accordance with our expectations. In addition, if these reductions are not effectively managed, we may experience unanticipated effects from these reductions causing harm to our business and customer relationships.

### **We have not realized all of the anticipated benefits of our acquisition of ATI Technologies Inc., and may continue to incur future impairments of goodwill and assets related to the business acquired from ATI.**

We have not realized all of the anticipated benefits of our acquisition of ATI. In the fourth quarter of 2007, we performed our annual impairment analysis with respect to the goodwill associated with the businesses acquired from ATI and, based on the outcome of that analysis, we also evaluated our acquisition-related intangible assets for impairment. We determined that goodwill recorded as a result of the acquisition of ATI was impaired, and incurred a goodwill impairment charge of approximately \$1.3 billion, as well as an impairment charge of \$349 million related to acquisition-related identifiable intangible assets acquired from ATI. These charges resulted in a reduction of the carrying values of goodwill and acquisition related intangible assets as recorded on our balance sheet and were based on an updated long-term financial outlook for the former ATI operations that was lower than previously calculated.

Moreover, during the second quarter of 2008 we performed an interim impairment analysis of the goodwill and intangible assets associated with the Handheld and Digital Television businesses acquired from ATI, which prior to the second quarter of 2008 were reported as part of the Consumer Electronics segment. We undertook the analysis because we decided to divest the businesses, which we determined were not directly aligned with our core strategy. As of the second quarter of 2008, these businesses are classified as “discontinued operations” for financial reporting purposes. As a result of our interim impairment analysis, we concluded that the carrying amounts of goodwill and certain definite-lived intangible assets associated with our Handheld and Digital Television business units were impaired and recorded a goodwill impairment charge of \$799 million and a definite-lived intangible asset impairment charge of \$77 million. In addition as of June 28, 2008, the carrying amounts of goodwill were \$161 million for our Computing Solutions segment and \$784 million for our Graphics segment (which now includes revenue from royalties received in connection with sales of game console systems that incorporate our technology) and \$318 million for our discontinued operations. We considered the income approach in determining the implied fair value of the goodwill, which requires estimates of future operating results and cash flows of each of the reporting units discounted using estimated discount rates taking into consideration the estimated sales proceeds that we expects to receive from any divestiture of these businesses.

However, actual performance in the near-term and longer-term or cash flow from divestiture of any of the assets related to these operations could be materially different from these forecasts, which could impact future estimates of fair value of our reporting units and may result in further impairment of goodwill.

Our ability to realize the benefits of the continuing operations of ATI depends, in part, on our ability to realize the anticipated synergies, cost savings and growth opportunities from integrating those businesses with the businesses of AMD, and failure to realize these anticipated benefits could have a further adverse affect on our business. Our success in realizing these benefits and the timing of this realization depends upon our ability to continue to integrate ATI’s chipset, graphics and game console operations. Difficulties may include, among others:

- retaining key employees;
- coordinating sales and marketing functions;
- preserving our customer, supplier, ecosystem partner and other important relationships;
- aligning and executing on new product roadmaps;
- minimizing the diversion of management’s attention from ongoing business concerns; and
- coordinating geographically separate organizations.

Any inability to continue to integrate successfully could have a material adverse effect on us.

### **Our inability to divest our Handheld and Digital Television businesses could materially adversely affect our business.**

Although we have decided to divest our Handheld and Digital Television businesses, we cannot assure you that we will be able to divest these businesses on terms favorable to us or at all. If we are unable to divest either of these businesses, we may be required to shut these businesses down, which will negatively impact our results of continuing operations. In addition, we may have to record additional goodwill impairment charges and definite-lived intangible asset impairment charges, as well as potential significant shut-down costs.

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### **We cannot be certain that our substantial investments in research and development will lead to timely improvements in product designs or technology used to manufacture our products or that we will have sufficient resources to invest in the level of research and development that is required to remain competitive.**

We make substantial investments in research and development for process technologies in an effort to design and manufacture leading-edge microprocessors. We also make substantial investments in research and development related to product designs, including new integrated platforms and our design initiative called "Fusion," and we anticipate that we will continue to invest in research and development in the future. We cannot be certain that we will be able to develop, obtain or successfully implement leading-edge process technologies needed to manufacture future generations of our products profitably or on a timely basis or that our competitors will not develop new technologies, products or processes that render our products uncompetitive or obsolete. If new competitors, technological advances by existing competitors or other competitive factors require us to invest significantly greater resources than anticipated in our research and development efforts, our operating expenses would increase. If we are required to invest significantly greater resources than anticipated in research and development efforts without an increase in revenue, our operating results could decline. Moreover, in connection with the ATI acquisition, we committed to the Minister of Industry of Canada to increase total expenditures on research and development in Canada when compared to ATI's expenditures in this area in prior years. However, we cannot assure you that we will have sufficient resources to achieve planned investments in research and development or to otherwise maintain the level of investment in research and development that is required for us to remain competitive.

We have a joint development agreement with IBM, pursuant to which we have agreed to work together to develop new process technologies through December 31, 2011. We anticipate that under this agreement, we will pay fees to IBM of approximately \$400 million in connection with joint development projects between 2008 and 2011. If this agreement were to be terminated, we would have to substantially increase our research and development activities internally, which could significantly increase our research and development costs, and we could experience delays or other setbacks in the development of new process technologies, any of which would materially adversely affect us. Moreover, the timely achievement of the milestones set forth in the joint development agreement is critical to our ability to continue to manufacture microprocessors using advanced process technologies.

### **The success of our business is dependent upon our ability to introduce products on a timely basis with required features and performance levels that provide value to our customers and support and coincide with significant industry transitions.**

Our success depends to a significant extent on the development, qualification, implementation and acceptance of new product designs and improvements that provide value to our customers. Our ability to develop and qualify new products and related technologies to meet evolving industry requirements, at prices acceptable to our customers and on a timely basis are significant factors in determining our competitiveness in our target markets. If we are delayed in developing or qualifying new products or technologies, we may lose competitive positioning, which could cause us to lose market share and require us to discount the selling prices of our products. For example, in the third quarter of 2007, we commenced initial shipments of our quad core AMD Opteron processors, but our initial production ramp of these processors was slower than we anticipated because we had to undertake design and process tuning.

Delays in developing or qualifying new products can also cause us to miss our customers' product design windows. If our customers do not include our products in the initial design of their computer systems, they will typically not use our products in their systems until at least the next design configuration. The process of being qualified for inclusion in a customer's system can be lengthy and could cause us to further miss a cycle in the demand of end-users, which also could result in a loss of market share and harm our business.

Moreover, market demand requires that products incorporate new features and performance standards on an industry-wide basis. Over the life of a specific product, the average selling price undergoes regular price reductions. The introduction of new products and enhancements to existing products is necessary to maintain overall corporate average selling prices. If we are unable to introduce new products or launch new products with sufficient increases in average selling price or increased unit sales volumes capable of offsetting these reductions in average selling prices of existing products, our revenues, inventories, gross margins and operating results could be materially adversely affected.

### **Our ability to design and introduce new graphics products in a timely manner is dependent upon third party intellectual property.**

In the design and development of new products and graphics product enhancements, we rely on third-party intellectual property such as software development tools and hardware testing tools. Our graphics business has experienced delays in the introduction of products as a result of the inability of then available third party development tools to fully simulate the complex features and functionalities of its products. The design requirements necessary to meet consumer demands for more features and greater functionality from graphics products in the future may exceed the capabilities of the third party development tools available to us. If the third-party intellectual property that we use becomes unavailable or fails to produce designs that meet consumer demands, our business could be materially adversely affected.

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### **The loss of a significant customer may have a material adverse effect on us.**

Collectively, our top four customers accounted for approximately 40 percent of our total revenue in the second quarter of 2008. Moreover, historically a significant portion of ATI's revenues were derived from sales to a small number of customers, and we expect that a small number of customers will continue to account for a substantial part of revenues from our graphics and consumer electronics businesses in the future. For example, during the second quarter of 2008, one DTV manufacturer accounted for over 20 percent of the revenue of our Consumer Electronics segment. Also during the second quarter of 2008, four customers accounted for over 40 percent of the revenue of our Graphics segment. If one of our top microprocessor, graphics business or consumer electronics customers decided to stop buying our products, or if one of these customers were to materially reduce its operations or its demand for our products, we would be materially adversely affected.

### **The semiconductor industry is highly cyclical and has experienced severe downturns that materially adversely affected, and may in the future materially adversely affect, our business.**

The semiconductor industry is highly cyclical and has experienced significant downturns, often in conjunction with constant and rapid technological change, wide fluctuations in supply and demand, continuous new product introductions, price erosion and declines in general economic conditions. Our historical financial results have also been subject to substantial fluctuations. Our financial performance has been, and may in the future be, negatively affected by these downturns. We incurred substantial losses in recent downturns, due to:

- substantial declines in average selling prices;
- the cyclical nature of supply/demand imbalances in the semiconductor industry;
- a decline in demand for end-user products (such as PCs) that incorporate our products;
- excess inventory levels in the channels of distribution, including those of our customers; and
- excess production capacity.

For example, in 2001 and 2002 we implemented restructuring plans due to weak customer demand associated with the downturn in the semiconductor industry. Similarly, in April 2008, we commenced headcount reductions and have plans to decrease our 2008 capital expenditures by \$200 million in response to challenging economic conditions. If the semiconductor industry were to experience a downturn in the future, we would be materially adversely affected.

### **The demand for our products depends in part on continued growth in the industries and geographies into which they are sold. Fluctuations in demand for our products or a market decline in any of these industries or geographies would have a material adverse effect on our results of operations.**

Our microprocessor business is dependent upon the market for mobile and desktop PCs and servers. Industry-wide fluctuations in the computer marketplace have materially adversely affected us in the past and may materially adversely affect us in the future. Depending on the growth rate of computers sold, sales of our products may not grow and may even decrease. If demand for computers is below our expectations, we could be materially adversely affected.

The business we acquired from ATI is also dependent upon the market for mobile, desktop and workstation PCs, the consumer electronics market for digital TVs, handheld devices, such as multimedia-enabled mobile phones, and game consoles. A market decline in any of these industries could cause the demand for our products to decrease and could have a material adverse effect on our results of operations.

The growth of our business is also dependent on continued demand for our products from high-growth global markets. If demand from these markets is below our expectations, sales of our products may not grow, and may even decrease, which would have a material adverse effect on us.

### **The markets in which our products are sold are highly competitive.**

The markets in which our products are sold are very competitive, and delivering the latest and best products to market on a timely basis is critical to achieving revenue growth. We expect competition to intensify due to rapid technological changes, frequent product introductions and aggressive pricing by competitors. We believe that the main factors that determine our competitiveness are product quality, power consumption, reliability, speed, size (or form factor), cost, selling price, adherence to industry standards, software and hardware compatibility and stability, brand recognition, timely product introductions and availability. After a product is introduced, costs and average selling prices normally decrease over time as production efficiency improves, and successive generations of products are developed and introduced for sale. We expect that competition will continue to be intense in these markets and our competitors' products may be less costly, provide better performance or include additional features that render our products uncompetitive. With respect to our graphics products, Intel and Nvidia are our competitors. Some competitors may have greater access or rights to companion technologies, including interface, processor and memory technical information. Competitive pressures could adversely impact the demand for our products, which could harm our revenue and gross margin. For example, during the second quarter of 2008, we experienced a competitive pricing environment for our lower end graphics products and reduced prices for some of our graphics products in response to our competitor's price cuts.

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### **If we fail to continue to improve the efficiency of our supply chain in order to respond to increases or changes in customer demand for our products, our business could be materially adversely affected.**

Our ability to meet customer demand for our products depends, in part, on our ability to deliver the products our customers want on a timely basis. Accordingly, we must continually improve the management of our supply chain by synchronizing the entire supply chain, from sourcing through manufacturing, distribution and fulfillment. As we continue to grow our business, acquire new OEM customers and strengthen relationships with existing OEM customers, the efficiency of our supply chain will become increasingly important because OEMs tend to have specific requirements for particular products, and specific time-frames in which they require delivery of these products. We have previously experienced challenges related to the logistics of delivering our products across a diverse set of customers and geographies on a timely basis. If we fail to continue to improve the efficiency of our supply chain and adjust our operations in response to future increases or changes in OEM demand for our products, our business could be materially adversely affected.

### **We depend on third-party companies for the design, manufacture and supply of motherboards, BIOS software and other components.**

We depend on third-party companies for the design, manufacture and supply of motherboards, BIOS software and other components that support our microprocessor offerings. In addition, we continue to work with other third parties to obtain graphics chips in order to provide our customers with a greater choice of technologies to best meet their needs.

Our microprocessors are not designed to function with motherboards and chipsets designed to work with Intel microprocessors because our patent cross-license agreement with Intel does not extend to Intel's proprietary bus interface protocol. If we are unable to secure sufficient support for our microprocessor products from designers and manufacturers of motherboards and chipsets, our business would be materially adversely affected. Our acquisition of ATI could exacerbate this problem because we design and supply a significantly greater amount of graphics products ourselves. Doing so could cause third-party designers, manufacturers and suppliers to be less willing to do business with us or to support our products out of a perceived risk that we will be less willing to support their products or because we may compete with them. As a result, these third-party designers, manufacturers and suppliers could forge relationships, or strengthen their existing relationships, with our competitors. If the designers, manufacturers and suppliers of graphics chips, motherboards, and other components decrease their support for our product offerings and increase their support for the product offerings of our competitors, our business could be materially adversely affected.

### **If we are ultimately unsuccessful in any of our antitrust lawsuits against Intel, our business may be materially adversely affected.**

On June 27, 2005, we filed an antitrust complaint against Intel Corporation and Intel's Japanese subsidiary, Intel Kabushiki Kaisha, which we refer to collectively as Intel, in the United States District Court for the District of Delaware under Section 2 of the Sherman Antitrust Act, Sections 4 and 16 of the Clayton Act, and the California Business and Professions Code. Our complaint alleges that Intel has unlawfully maintained a monopoly in the x86 microprocessor market by engaging in anti-competitive financial and exclusionary business practices that limit the ability and/or incentive of Intel's customers in dealing with us. Also, on June 30, 2005, our subsidiary in Japan, AMD Japan K.K., filed an action in Japan against Intel K.K. in the Tokyo High Court and the Tokyo District Court for damages arising from violations of Japan's Antimonopoly Act. On September 26, 2006, the United States District Court for the District of Delaware granted Intel's motion to dismiss foreign conduct claims. The effect of that decision was clarified by the Court's January 12, 2007 adoption of the Special Master's decision on our motion to compel foreign conduct discovery. As a result of these two decisions, we will be permitted to develop evidence of Intel's exclusionary practices wherever they occur, including practices foreclosing us from foreign customers or in foreign market segments. However, the court's ruling limits our damages to lost sales in the United States and lost sales abroad that would have originated from the United States. The Court has reset the trial of this matter from April 2009 to February 2010.

If our antitrust lawsuits against Intel are ultimately unsuccessful, our business, including our ability to increase market share in the microprocessor market, could be materially adversely affected.

### **Our operating results are subject to quarterly and seasonal sales patterns.**

A substantial portion of our quarterly sales have historically been made in the last month of the quarter. This uneven sales pattern makes prediction of revenues for each financial period difficult and increases the risk of unanticipated variations in quarterly results and financial condition. In addition, our operating results tend to vary seasonally. For example, demand in the retail sector of the PC market is often stronger during the fourth quarter as a result of the winter holiday season. European sales are often weaker during the summer months. Many of the factors that create and affect seasonal trends that are beyond our control.

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### **Industry overcapacity could cause us to under-utilize our microprocessor manufacturing facilities and have a material adverse effect on us.**

Both we and our competitor, Intel, have added significant capacity in recent years, both by expanding capacity at wafer fabrication facilities and by transitioning to more advanced manufacturing technologies. In the past, capacity additions sometimes exceeded demand requirements leading to oversupply situations and downturns in the industry. Fluctuations in the growth rate of industry capacity relative to the growth rate in demand for our products contribute to cyclicalities in the semiconductor market, which may in the future put pressure on our average selling prices and materially adversely affect us.

It is difficult to predict future growth or decline in the demand for our products, making it very difficult to estimate requirements for production capacity. During periods of industry overcapacity, customers do not generally order products as far in advance of the scheduled shipment date as they do during periods when our industry is operating closer to capacity, which can exacerbate the difficulty in forecasting capacity requirements. If our target markets do not grow as we anticipate, we may under-utilize our manufacturing facilities, which may result in write-downs or write-offs of inventories and losses on products for which demand is lower than we anticipate. Many of our costs are fixed. Accordingly, during periods in which we under-utilize our manufacturing facilities as a result of reduced demand for certain of our products, our costs cannot be reduced in proportion to the reduced revenues for such a period. When this occurs, our operating results are materially adversely affected. If the demand for our microprocessor products is not consistent with our increased expectations, we may under-utilize our manufacturing facilities or we may not fully utilize the reserved capacity at Chartered Semiconductor Manufacturing's foundry. This may have a material adverse effect on us.

### **Manufacturing capacity constraints and manufacturing capacity utilization rates may have a material adverse effect on us.**

There may be situations in which our microprocessor manufacturing facilities, including our foundries, are inadequate to meet the demand for certain of our microprocessor products. Capacity addition is dependent on many factors such as tool delivery, lead-times, installation and qualification. In addition, we have slowed the conversion of Fab 30 into a 300 millimeter wafer manufacturing facility. Our inability to provide sufficient manufacturing capacity to meet demand, either in our own facilities or through foundry or similar arrangements with third parties, could result in an adverse effect on our relationships with customers, which could have a material adverse effect on us.

In November 2004, we entered into sourcing and manufacturing technology agreements with Chartered Semiconductor Manufacturing whereby Chartered agreed to become a contract manufacturer for our AMD64-based microprocessors. The ability of Chartered to continue to ramp production on a timely basis depends on several factors beyond our control, including Chartered's ability to continue to implement our technology at their facilities on a timely basis and their available capacity. While currently, our owned manufacturing facilities are underutilized, if we do not have or cannot obtain sufficient manufacturing capacity to meet demand for our microprocessor products, either in our own facilities or through foundry or similar arrangements, we could be materially adversely affected.

### **We rely on third party foundries and other contractors to manufacture certain products.**

We rely on independent foundries such as Taiwan Semiconductor Manufacturing Company and United Microelectronics Corp. to manufacture our graphics and chipset products. Chartered Semiconductor Manufacturing manufactures some of our microprocessor products and products for consumer electronics devices. We also rely on third party manufacturers to manufacture our high end graphics boards. Independent contractors also perform the assembly, testing and packaging of these products. We obtain these manufacturing services for our graphics and chipset products and products for consumer electronics devices on a purchase order basis and these manufacturers are not required to provide us with any specified minimum quantity of product. Accordingly, our graphics and consumer electronics businesses depend on these suppliers to allocate to us a portion of their manufacturing capacity sufficient to meet our needs, to produce products of acceptable quality and at acceptable manufacturing yields and to deliver those products to us on a timely basis at acceptable prices. We cannot assure you that these manufacturers will be able to meet our near-term or long-term manufacturing requirements. The manufacturers we use also fabricate wafers and assemble, test and package products for other companies, including certain of our competitors. They could choose to prioritize capacity for other users, reduce or eliminate deliveries to us, or increase the prices that they charge us on short notice.

We must have reliable relationships with our wafer manufacturers and subcontractors to ensure adequate product supply to respond to customer demand. If we move production of our products to new manufacturers or if current manufacturers implement new process technology or design rules, any transition difficulties may result in lower yields or poorer performance of our products. Because it could take several quarters to establish a strategic relationship with a new manufacturing partner, we may be unable to secure an alternative supply for any specific product in a short time frame. We could experience significant delays in the shipment of our products if we are required to find alternative foundries or contractors. Other risks associated with our dependence on third-party manufacturers include reduced control over delivery schedules, quality assurance, manufacturing yields and cost, lack of capacity in periods of excess demand, misappropriation of our intellectual property, dependence on several small undercapitalized subcontractors, reduced ability to manage inventory and parts, and exposure to foreign countries and operations. If we are unable to secure sufficient or reliable supplies of wafers, our ability to meet customer demand for our graphics and consumer electronics businesses may be adversely affected and this could have a material adverse effect on us.

**If essential equipment or materials are not available to manufacture our products, we could be materially adversely affected.**

Our microprocessor manufacturing operations depend upon obtaining deliveries of equipment and adequate supplies of materials on a timely basis. We purchase equipment and materials from a number of suppliers. From time to time, suppliers may extend lead times, limit supply to us or increase prices due to capacity constraints or other factors. Because the equipment that we purchase is complex, it is difficult for us to substitute one supplier for another or one piece of equipment for another. Certain raw materials we use in manufacturing our microprocessor products or that are used in the manufacture of our graphics products are available only from a limited number of suppliers.

For example, we are largely dependent on one supplier for our silicon-on-insulator (SOI) wafers that we use to manufacture our microprocessor products. We are also dependent on key chemicals from a limited number of suppliers and rely on a limited number of foreign companies to supply the majority of certain types of integrated circuit packages for our microprocessor products. Similarly, certain non-proprietary materials or components such as memory, PCBs, substrates and capacitors used in the manufacture of our graphics products are currently available from only a limited number of sources and are often subject to rapid changes in price and availability. Interruption of supply or increased demand in the industry could cause shortages and price increases in various essential materials. If we are unable to procure certain of these materials, we may have to reduce our manufacturing operations. Such a reduction has in the past and could in the future have a material adverse effect on us.

**Unless we maintain manufacturing efficiency, our future profitability could be materially adversely affected.**

Manufacturing our microprocessor products involves highly complex processes that require advanced equipment. Our manufacturing efficiency is an important factor in our profitability, and we cannot be sure that we will be able to maintain or increase our manufacturing efficiency to the same extent as our competitors, including their foundries. We continually modify manufacturing processes and transition to more advanced manufacturing process technologies in an effort to improve yields and product performance and decrease costs. We may fail to achieve acceptable yields or experience product delivery delays as a result of, among other things, capacity constraints, delays in the development or implementation of new process technologies, changes in our process technologies, upgrades or expansion of existing facilities, or impurities or other difficulties in the manufacturing process. Any decrease in manufacturing yields could result in an increase in our per unit costs or force us to allocate our reduced product supply among our customers, which could potentially harm our customer relationships, reputation, revenue and gross profit.

Improving our microprocessor manufacturing efficiency in future periods is dependent on our ability to:

- develop advanced product and process technologies;
- successfully transition to advanced process technologies;
- ramp product and process technology improvements rapidly and effectively to commercial volumes across our facilities;
- sustain continuous improvement levels at traditional rates, such as through our automated provision manufacturing efforts; and
- achieve acceptable levels of manufacturing wafer output and yields, which may decrease as we implement more advanced technologies.

During periods when we are implementing new process technologies, manufacturing facilities may not be fully productive. A substantial delay in the technology transitions to smaller process technologies could have a material adverse effect on us, particularly if our competitors transition to more cost effective technologies earlier than we do. Our results of operations would also be adversely affected by the increase in fixed costs and operating expenses if revenues do not increase proportionately.

Similarly, the operating results of our graphics and consumer electronics businesses are dependent upon achieving planned semiconductor manufacturing yields. Our graphics and chipset products and products for consumer electronics devices are manufactured at independent foundries, but we have the responsibility for product design and the design and performance of the tooling required for manufacturing. Semiconductor manufacturing yields are a function of both product design and process technology, which is typically proprietary to the manufacturer, and low yields can result from either design or process technology failures. In addition, yield problems require cooperation by and communication between us and the manufacturer and sometimes the customer as well. The offshore location of our principal manufacturers compounds these risks, due to the increased effort and time required to identify, communicate and resolve manufacturing yield problems. We cannot assure you that we or our foundries will identify and fix problems in a timely manner and achieve acceptable manufacturing yields in the future. Our inability, in cooperation with our independent foundries, to achieve planned production yields for these products could have a material adverse effect on us. In particular, failure to reach planned production yields over time could result in us not having sufficient product supply to meet demand and/or higher production costs and lower gross margins. This could materially adversely affect us.

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### **Conversion of our 5.75% Notes and 6.00% Notes may dilute the ownership interest of our existing stockholders.**

The conversion of some or all of the 5.75% Notes and the 6.00% Notes may dilute the ownership interests of our existing stockholders. Although the capped call transaction that we entered into in connection with the issuance of the 6.00% Notes is expected to reduce potential dilution upon conversion of the 6.00% Notes, the conversion of the 6.00% Notes could still have a dilutive effect on our earnings per share to the extent that the price of our common stock exceeds \$42.12, which is the cap price of the capped call. Similarly, the conversion of the 5.75% Notes could have a dilutive effect on our earnings per share to the extent that the price of our common stock exceeds \$20.13, the conversion price of the 5.75% Notes. Any sales in the public market of our common stock issuable upon such conversion could adversely affect prevailing market prices of our common stock. In addition, the anticipated conversion of the 5.75% Notes or 6.00% Notes into cash and shares of our common stock could depress the price of our common stock.

### **The capped call transaction may affect the value of our common stock.**

We entered into a capped call transaction in connection with the issuance of the 6.00% Notes. The capped call transaction is expected to reduce the potential dilution upon conversion of the 6.00% Notes in the event that the market value per share of our common stock at the time of exercise, as measured under the terms of the capped call transaction, is greater than the strike price of the capped call transaction, which corresponds to the initial conversion price of the 6.00% Notes and is subject to certain adjustments similar to those contained in the 6.00% Notes. If, however, the market value per share of our common stock exceeds the cap price of the capped call transaction, as measured under the terms of the capped call transaction, the dilution mitigation under the capped call transaction will be limited, which means that there would be dilution to the extent that the then market value per share of our common stock exceeds the cap price of the capped call transaction. In connection with hedging the capped call transaction, the counterparty or its affiliates may enter into or unwind various derivatives and/or purchase or sell our common stock in secondary market transactions (and are likely to do so during any observation period related to the conversion of the 6.00% Notes). These activities could have the effect of decreasing the price of our common stock during any observation period related to a conversion of the 6.00% Notes. The counterparty or its affiliates are likely to modify their hedge positions in relation to the capped call transaction from time to time prior to conversion or maturity of the 6.00% Notes by purchasing and selling our common stock, other of our securities, or other instruments they may wish to use in connection with such hedging. In particular, such hedging modifications are likely to occur during any observation period related to a conversion of the 6.00% Notes, which may have a negative effect on the value of the consideration received upon conversion of the 6.00% Notes. In addition, we intend to exercise options we hold under the capped call transaction whenever the 6.00% Notes are converted. In order to unwind its hedge positions with respect to those exercised options, the counterparty or affiliates thereof expect to sell our common stock in secondary market transactions or unwind various derivative transactions with respect to our common stock during the observation period, if any, for the converted 6.00% Notes. If we elect to cash-settle the capped call transaction, which we are permitted to do subject to certain conditions, it is likely the counterparty or its affiliates will sell an even greater number of shares. The effect, if any, of these transactions and activities on the market price of our common stock or the 6.00% Notes will depend in part on market conditions and cannot be ascertained at this time, but any of these activities could adversely affect the value of our common stock and the value of the 6.00% Notes.

### **If we lose Microsoft Corporation's support for our products, our ability to sell our products could be materially adversely affected.**

Our ability to innovate beyond the x86 instruction set controlled by Intel depends partially on Microsoft designing and developing its operating systems to run on or support our microprocessor products. If Microsoft does not continue to design and develop its operating systems so that they work with our x86 instruction sets, independent software providers may forego designing their software applications to take advantage of our innovations and customers may not purchase PCs with our microprocessors. In addition, software drivers sold with our products are certified by Microsoft. If Microsoft did not certify a driver, or if we otherwise fail to retain the support of Microsoft, our ability to market our products would be materially adversely affected.

### **If we are unable to comply with the covenants in the subsidy grant documents that we receive from the State of Saxony, the Federal Republic of Germany and/or the European Union for Fab 30, Fab 36, Fab 38 or other research and development projects we may undertake in Germany, we may forfeit or have to repay our subsidies, which could materially adversely affect us.**

We receive capital investment grants and allowances from the State of Saxony and the Federal Republic of Germany for Fab 36. We have also received capital investment grants and allowances as well as interest subsidies from these governmental entities for Fab 30 and Fab 38. From time to time, we also apply for and obtain subsidies from the State of Saxony, the Federal Republic of Germany and the European Union for certain research and development projects. The subsidy grant documents typically contain covenants that must be complied with, and noncompliance with the conditions of the grants, allowances and subsidies could result in the forfeiture of all or a portion of any future amounts to be received, as well as the repayment of all or a portion of amounts received to date. If we are unable to comply with any of the covenants in the grant documents, we could be materially adversely affected.

### **If our products are not compatible with some or all industry-standard software and hardware, we could be materially adversely affected.**

Our products may not be fully compatible with some or all industry-standard software and hardware. Further, we may be unsuccessful in correcting any such compatibility problems in a timely manner. If our customers are unable to achieve compatibility with software or hardware after our products are shipped in volume, we could be materially adversely affected. In addition, the mere announcement of an incompatibility problem relating to our products could have a material adverse effect on us.

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### **Costs related to defective products could have a material adverse effect on us.**

Products as complex as those we offer may contain defects or failures when first introduced or when new versions or enhancements to existing products are released. We cannot assure you that, despite our testing procedures, errors will not be found in new products or releases after commencement of commercial shipments in the future, which could result in loss of or delay in market acceptance of our products, material recall and replacement costs, delay in recognition or loss of revenues, writing down the inventory of defective products, the diversion of the attention of our engineering personnel from product development efforts, defending against litigation related to defective products or related property damage or personal injury, and damage to our reputation in the industry and could adversely affect our relationships with our customers. In addition, we may have difficulty identifying the end customers of the defective products in the field. As a result, we could incur substantial costs to implement modifications to correct defects. Any of these problems could materially adversely affect us.

In addition, because we sell directly to consumers, we could be subject to potential product liability claims if one of our products causes, or merely appears to have caused, an injury. Claims may be made by consumers or others selling our products, and we may be subject to claims against us even if an alleged injury is due to the actions of others. A product liability claim, recall or other claim with respect to uninsured liabilities or for amounts in excess of insured liabilities could have a material adverse effect on our business.

### **Our receipt of royalty revenues is dependent upon the success of third-party products.**

Our graphics technology for the game console market is being used in the Nintendo GameCube, Nintendo Wii and Microsoft® Xbox 360™ game consoles. The revenues that we receive from these products are in the form of non-recurring engineering fees charged for design and development services, as well as per unit royalties paid to us by Nintendo and Microsoft. Our royalty revenues are directly related to the sales of these products and reflective of their success in the market. We anticipate royalties in future years resulting from our agreements with Nintendo and Microsoft. However, we have no control over the marketing efforts of Nintendo and Microsoft and we cannot make any assurances that sales of those products will achieve expected levels in the current or future fiscal years. Consequently, the revenues from royalties expected by us from these products may not be fully realized, and our operating results may be adversely affected.

### **Our inability to continue to attract and retain qualified personnel may hinder our product development programs.**

Our future success depends upon the continued service of numerous qualified engineering, manufacturing, marketing, sales and executive personnel. If we are not able to continue to attract, retain and motivate qualified personnel necessary for our business, the progress of our product development programs could be hindered, and we could be materially adversely affected.

### **We outsource to third parties certain supply-chain logistics functions, including portions of our product distribution and transportation management, and co-source some information technology services.**

We rely on third-party providers to operate our regional product distribution centers and to manage the transportation of our work-in-process and finished products among our facilities and to our customers. In addition, we rely on a third party in India to provide certain information technology services to us, including helpdesk support, desktop application services, business and software support applications, server and storage administration, data center operations, database administration, and voice, video and remote access. Our relationships with these providers are governed by fixed term contracts. We cannot guarantee that these providers will fulfill their respective responsibilities in a timely manner in accordance with the contract terms, in which case our internal operations and the distribution of our products to our customers could be materially adversely affected. Also, we cannot guarantee that our contracts with these third-party providers will be renewed, in which case we would have to transition these functions in-house or secure new providers, which could have a material adverse effect on us if the transition is not executed appropriately.

### **Uncertainties involving the ordering and shipment of, and payment for, our products could materially adversely affect us.**

We typically sell our products pursuant to individual purchase orders. We generally do not have long-term supply arrangements with our customers or minimum purchase requirements. Generally, our customers may cancel orders more than 30 days prior to shipment without incurring a significant penalty, while customers of products for consumer electronics devices may cancel orders by providing 90 days prior advance notice. We base our inventory levels on customers' estimates of demand for their products, which may not accurately predict the quantity or type of our products that our customers will want in the future or ultimately end up purchasing. For example, customers who are concerned about potential supply shortages may "double order" products by ordering more product from us than they ultimately need. Subsequently, these customers could cancel all or a portion of these orders when they realize they have sufficient supply. This behavior would increase our uncertainty regarding demand for our products and could materially adversely affect us. With respect to our graphics products, we do not have any commitment or requirements for minimum product purchases in our sales agreement with AIB customers, upon whom we rely to manufacture, market and sell our desktop GPUs. These sales are subject to uncertainty because demand by our AIBs can be unpredictable and susceptible to price competition. Our

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ability to forecast demand is even further complicated when we sell to OEMs indirectly through distributors, as our forecasts for demand are then based on estimates provided by multiple parties. Moreover, PC and consumer markets are characterized by short product lifecycles, which can lead to rapid obsolescence and price erosion. In addition, our customers may change their inventory practices on short notice for any reason. We may build inventories during periods of anticipated growth, and the cancellation or deferral of product orders, the return of previously sold products or overproduction due to failure of anticipated orders to materialize, could result in excess or obsolete inventory, which could result in write-downs of inventory and an adverse effect on profit margins. Factors that may result in excess or obsolete inventory, which could result in write-downs of the value of our inventory, a reduction in average selling prices, and/or a reduction in our gross margin include:

- a sudden and significant decrease in demand for our products;
- a higher incidence of inventory obsolescence because of rapidly changing technology and customer requirements;
- a failure to estimate customer demand for our older products as our new products are introduced; or
- our competitors taking aggressive pricing actions.

Because market conditions are uncertain, these and other factors could materially adversely affect us.

### **Our reliance on third-party distributors subjects us to certain risks.**

We market and sell our products directly and through third-party distributors pursuant to agreements that can generally be terminated for convenience by either party upon prior notice to the other party. These agreements are non-exclusive and permit our distributors to offer our competitors' products. Our third party distributors have been a significant factor in our ability to increase sales of our products in certain high growth international markets. Accordingly, we are dependent on our distributors to supplement our direct marketing and sales efforts. If any significant distributor or a substantial number of our distributors terminated their relationship with us or decided to market our competitors' products over our products, our ability to bring our products to market would be impacted and we would be materially adversely affected.

Additionally, distributors typically maintain an inventory of our products. In most instances, our agreements with distributors protect their inventory of our products against price reductions, as well as provide return rights for any product that we have removed from our price book and that is not more than twelve months older than the manufacturing code date. Some agreements with our distributors also contain standard stock rotation provisions permitting limited levels of product returns. We defer the gross margins on our sales to distributors, resulting from both our deferral of revenue and related product costs, until the applicable products are re-sold by the distributors. However, in the event of an unexpected significant decline in the price of our products, the price protection rights we offer to our distributors would materially adversely affect us because our revenue would decline.

### **Recent failures in the global credit markets may impact the liquidity of our auction rate securities (ARS).**

As at June 28, 2008, our investments in ARS included approximately \$136 million of student loan ARS, \$32 million of municipal and corporate ARS and \$12 million ARS in preferred shares of closed end mutual funds. Approximately 97 percent of our ARS holdings were AAA rated investments and all of the \$136 million student loan ARS were guaranteed by the Federal Family Educational Loan Program. The recent uncertainties in the credit markets have affected all of our ARS and auctions for these securities have failed to settle on their respective settlement dates. The auctions failed because there was insufficient demand for these securities. A failed auction does not represent a default by the issuer of the ARS. For each unsuccessful action, the interest rate is reset based on a formula set forth in each security, which is generally higher than the current market unless subject to an interest rate cap. When auctions for these securities fail, the investments may not be readily convertible to cash until a future auction of these investments is successful, a buyer is found outside of the auction process, the issuers of the ARS establish a different form of financing to replace these securities, or final payment is due according to contractual maturities (currently, ranging from 17 to 42 years for our ARS). As a result the liquidity of these investments may be impacted.

Under the guidance of SFAS 157 we determined that the fair value of our ARS was less than their carrying value and as a result, we recorded an "other than temporary" impairment charge of \$12 million. At this time, we believe that the current illiquidity of these investments is temporary. Because of the unprecedented events in the ARS market, we can not predict with certainty when liquidity in the ARS market will return. If this market illiquidity continues or worsens, we may be required to record additional impairment charges with respect to these investments in the future, which could materially adversely impact our results of operations.

### **Our operations in foreign countries are subject to political and economic risks, which could have a material adverse effect on us.**

We maintain operations around the world, including in the United States, Canada, Europe and Asia. For example, all of our wafer fabrication capacity for microprocessors is located in Germany. Nearly all product assembly and final testing of our microprocessor products is performed at manufacturing facilities in China, Malaysia and Singapore. In addition, our graphics and chipset products and products for consumer electronics devices are manufactured, assembled and tested by independent third parties in

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the Asia-Pacific region and inventory related to those products is stored there, particularly in Taiwan. We also have international sales operations and as part of our business strategy, we are continuing to seek expansion of product sales in high growth markets. Our international sales as a percentage of our total consolidated revenue was 86 percent in the second quarter of 2008, and China was one of our largest and fastest growing markets.

The political and economic risks associated with our operations in foreign countries include, without limitation:

- expropriation;
- changes in a specific country's or region's political or economic conditions;
- changes in tax laws, trade protection measures and import or export licensing requirements;
- difficulties in protecting our intellectual property;
- difficulties in achieving headcount reductions;
- changes in foreign currency exchange rates;
- restrictions on transfers of funds and other assets of our subsidiaries between jurisdictions;
- changes in freight and interest rates;
- disruption in air transportation between the United States and our overseas facilities; and
- loss or modification of exemptions for taxes and tariffs.

Any conflict or uncertainty in the countries in which we operate, including public health or safety, natural disasters or general economic factors, could have a material adverse effect on our business. Any of the above risks, should they occur, could result in an increase in the cost of components, production delays, general business interruptions, delays from difficulties in obtaining export licenses for certain technology, tariffs and other barriers and restrictions, potentially longer payment cycles, potentially increased taxes, restrictions on the repatriation of funds and the burdens of complying with a variety of foreign laws, any of which could ultimately have a material adverse effect on us.

### **Worldwide economic and political conditions may adversely affect demand for our products.**

Worldwide economic conditions may adversely affect demand for our products. For example, China's economy has been growing at a fast pace over the past several years, and China was one of our largest and fastest growing markets. A decline in economic conditions in China could lead to declining worldwide economic conditions. If economic conditions decline, whether in China or worldwide, we could be materially adversely affected.

The occurrence and threat of terrorist attacks and the consequences of sustained military action in the Middle East have in the past, and may in the future, adversely affect demand for our products. Terrorist attacks may negatively affect our operations, directly or indirectly, and such attacks or related armed conflicts may directly impact our physical facilities or those of our suppliers or customers. Furthermore, these attacks may make travel and the transportation of our products more difficult and more expensive, which could materially adversely affect us.

The United States has been and may continue to be involved in armed conflicts that could have a further impact on our sales and our supply chain. Political and economic instability in some regions of the world may also result and could negatively impact our business. The consequences of armed conflicts are unpredictable and we may not be able to foresee events that could have a material adverse effect on us.

Recently, there has been widespread concern over the instability of the credit markets and the current credit market conditions on the economy. If the economy continues to weaken, our business, financial condition and results of operations could be materially adversely affected.

More generally, any of these events could cause consumer confidence and spending to decrease or result in increased volatility in the United States economy and worldwide financial markets. Any of these occurrences could have a material adverse effect on us and also may result in volatility of the market price for our securities.

### **Unfavorable currency exchange rate fluctuations could continue to adversely affect us.**

We have costs, assets and liabilities that are denominated in foreign currencies, primarily the Euro and the Canadian dollar. For example, some fixed asset purchases and certain expenses of our German subsidiaries, AMD Saxony and AMD Fab 36 KG, are denominated in euros while sales of products are denominated in U.S. dollars. Additionally, as a result of our acquisition of ATI, some of our expenses and debt are denominated in Canadian dollars. As a consequence, movements in exchange rates could cause our foreign currency denominated expenses to increase as a percentage of revenue, affecting our profitability and cash flows. The value of the U.S. dollar has fallen significantly, leading to increasingly unfavorable currency exchange rates on foreign denominated expenses. Whenever we believe appropriate, we hedge a portion of our short-term foreign currency exposure to protect against fluctuations in

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currency exchange rates. We determine our total foreign currency exposure using projections of long-term expenditures for items such as payroll and equipment and materials used in manufacturing. We cannot assure you that these activities will be effective in reducing foreign exchange rate exposure. Failure to do so could have an adverse effect on our business, financial condition, results of operations and cash flow.

In addition, the majority of our product sales are denominated in U.S. dollars. Fluctuations in the exchange rate between the U.S. dollar and the local currency can cause increases or decreases in the cost of our products in the local currency of such customers. An appreciation of the U.S. dollar relative to the local currency could reduce sales of our products.

### **Our inability to effectively control the sales of our products on the gray market could have a material adverse effect on us.**

We market and sell our products directly to OEMs and through authorized third-party distributors. From time to time, our products are diverted from our authorized distribution channels and are sold on the “gray market.” Gray market products entering the market result in shadow inventory that is not visible to us, thus making it difficult to forecast demand accurately. Also, when gray market products enter the market, we and our distribution channel compete with heavily discounted gray market products, which adversely affects demand for our products. In addition, our inability to control gray market activities could result in customer satisfaction issues, because any time products are purchased outside our authorized distribution channel, there is a risk that our customers are buying counterfeit or substandard products, including products that may have been altered, mishandled or damaged, or used products represented as new. Our inability to control sales of our products on the gray market could have a material adverse effect on us.

### **If we cannot adequately protect our technology or other intellectual property in the United States and abroad, through patents, copyrights, trade secrets, trademarks and other measures, we may lose a competitive advantage and incur significant expenses.**

We rely on a combination of protections provided by contracts, including confidentiality and nondisclosure agreements, copyrights, patents, trademarks and common law rights, such as trade secrets, to protect our intellectual property. However, we cannot assure you that we will be able to adequately protect our technology or other intellectual property from third party infringement or from misappropriation in the United States and abroad. Any patent licensed by us or issued to us could be challenged, invalidated or circumvented or rights granted thereunder may not provide a competitive advantage to us. Furthermore, patent applications that we file may not result in issuance of a patent or, if a patent is issued, the patent may not be issued in a form that is advantageous to us. Despite our efforts to protect our intellectual property rights, others may independently develop similar products, duplicate our products or design around our patents and other rights. In addition, it is difficult to monitor compliance with, and enforce, our intellectual property on a worldwide basis in a cost-effective manner. In jurisdictions where foreign laws provide less intellectual property protection than afforded in the United States and abroad, our technology or other intellectual property may be compromised, and we would be materially adversely affected.

### **We are party to litigation and may become a party to other claims or litigation that could cause us to incur substantial costs or pay substantial damages or prohibit us from selling our products.**

From time to time we are a defendant or plaintiff in various legal actions. We also sell products to consumers, which could increase our exposure to consumer actions such as product liability claims. Litigation can involve complex factual and legal questions and its outcome is uncertain. Any claim that is successfully asserted against us may cause us to pay substantial damages.

With respect to intellectual property litigation, from time to time, we have been notified, or third parties may bring or have brought actions against us, based on allegations that we are infringing the intellectual property rights of others. If any such claims are asserted against us, we may seek to obtain a license under the third party’s intellectual property rights. We cannot assure you that we will be able to obtain all of the necessary licenses on satisfactory terms, if at all. In the event that we cannot obtain a license, these parties may file lawsuits against us seeking damages (potentially up to and including treble damages) or an injunction against the sale of our products that incorporate allegedly infringed intellectual property or against the operation of our business as presently conducted, which could result in our having to stop the sale of some of our products or to increase the costs of selling some of our products or could damage our reputation. The award of damages, including material royalty payments, or the entry of an injunction against the manufacture and sale of some or all of our products, would have a material adverse effect on us. We could decide, in the alternative, to redesign our products or to resort to litigation to challenge such claims. Such challenges could be extremely expensive and time-consuming and could have a material adverse effect on us. We cannot assure you that litigation related to our intellectual property rights or the intellectual property rights of others can always be avoided or successfully concluded.

Even if we were to prevail, any litigation could be costly and time-consuming and would divert the attention of our management and key personnel from our business operations, which could have a material adverse effect on us.

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### **We are subject to a variety of environmental laws that could result in liabilities.**

Our operations and properties are subject to various United States and foreign environmental laws and regulations, including those relating to materials used in our products and manufacturing processes, discharge of pollutants into the environment, the treatment, transport, storage and disposal of solid and hazardous wastes, and remediation of contamination. These laws and regulations require us to obtain permits for our operations, including the discharge of air pollutants and wastewater. Although our management systems are designed to maintain compliance, we cannot assure you that we have been or will be at all times in complete compliance with such laws, regulations and permits. If we violate or fail to comply with any of them, a range of consequences could result, including fines, suspension of production, alteration of manufacturing processes, import/export restrictions, sales limitations, criminal and civil liabilities or other sanctions. We could also be held liable for any and all consequences arising out of exposure to hazardous materials used, stored, released, disposed of by us or located at or under our facilities or other environmental or natural resource damage.

Certain environmental laws, including the U.S. Comprehensive, Environmental Response, Compensation and Liability Act of 1980, or the Superfund Act, impose strict, joint and several liability on current and previous owners or operators of real property for the cost of removal or remediation of hazardous substances and impose liability for damages to natural resources. These laws often impose liability even if the owner or operator did not know of, or was not responsible for, the release of such hazardous substances. These environmental laws also assess liability on persons who arrange for hazardous substances to be sent to disposal or treatment facilities when such facilities are found to be contaminated. Such persons can be responsible for cleanup costs even if they never owned or operated the contaminated facility. We have been named as a responsible party on Superfund clean-up orders for three sites in Sunnyvale, California. Although we have not yet been, we could be named a potentially responsible party at other Superfund or contaminated sites in the future. In addition, contamination that has not yet been identified could exist at our other facilities.

Environmental laws are complex, change frequently and have tended to become more stringent over time. For example, the European Union and China are two among a growing number of jurisdictions that have enacted in recent years restrictions on the use of lead, among other chemicals, in electronic products. These regulations affect semiconductor packaging. There is a risk that the cost, quality and manufacturing yields of lead-free products may be less favorable compared to lead-based products or that the transition to lead-free products may produce sudden changes in demand, which may result in excess inventory. Other regulatory requirements potentially affecting our manufacturing processes and the design and marketing of our products are in development throughout the world. While we have budgeted for foreseeable associated expenditures, we cannot assure you that future environmental legal requirements will not become more stringent or costly in the future. Therefore, we cannot assure you that our costs of complying with current and future environmental and health and safety laws, and our liabilities arising from past and future releases of, or exposure to, hazardous substances will not have a material adverse effect on us.

### **Our worldwide operations could be subject to natural disasters and other business disruptions, which could harm our future revenue and financial condition and increase our costs and expenses.**

All of our wafer fabrication capacity for microprocessors is located in Germany. Nearly all product assembly and final testing of our microprocessor products is performed at manufacturing facilities in China, Malaysia and Singapore. The independent foundries we use to manufacture our graphics and chipset products and products for consumer electronics devices are located in the Asia-Pacific region and inventory is stored there, particularly in Taiwan. Many of our assembly, testing and packaging suppliers for our graphics products are also located in southern Taiwan. On September 22, 1999, Taiwan suffered a major earthquake that measured 7.6 on the Richter scale and disrupted the operations of these manufacturing suppliers and contributed to a temporary shortage of graphics processors. Additional earthquakes, fires or other occurrences that disrupt our manufacturing suppliers may occur in the future. To the extent that the supply from our independent foundries or suppliers is interrupted for a prolonged period of time or terminated for any reason, we may not have sufficient time to replace our supply of products manufactured by those foundries.

Moreover, our corporate headquarters are located near major earthquake fault lines in California. In the event of a major earthquake, or other natural or manmade disaster, we could experience loss of life of our employees, destruction of facilities or business interruptions, any of which could materially adversely affect us.

### **Our business is subject to potential tax liabilities.**

We are subject to income taxes in the United States, Canada and other foreign jurisdictions. Significant judgment is required in determining our worldwide provision for income taxes. In the ordinary course of our business, there are many transactions and calculations where the ultimate tax determination is uncertain. Although we believe our tax estimates are reasonable, we cannot assure you that the final determination of any tax audits and litigation will not be materially different from that which is reflected in historical income tax provisions and accruals. Should additional taxes be assessed as a result of an audit or litigation, there could be a material effect on our cash, goodwill recorded as a result of our acquisition of ATI, income tax provision and net income in the period or periods for which that determination is made.

For example, the Canadian Revenue Agency, or CRA, is auditing ATI for the years 2000-2004 with respect to transactions between ATI and its subsidiaries. The audit has been completed and we have received a letter of proposed adjustments from the CRA, which we are currently reviewing. We could be subject to significant tax liability as well as a loss of certain tax credits and other tax attributes as a result of the CRA audit.

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### **ITEM 5. Other Information.**

On March 26, 2008, we entered into a Sale of Receivables – Supplier Agreement with IBM Credit LLC, or IBM Credit, and one of our wholly-owned subsidiaries, AMD International Sales & Service, Ltd., or AMDISS, entered into the same sales agreement with IBM United Kingdom Financial Services Ltd., or IBM UK, pursuant to which we and AMDISS agreed to sell to each of IBM Credit and IBM UK certain receivables.

Pursuant to the sales agreements, the IBM parties agreed to purchase from the AMD parties invoices of specified AMD customers up to credit limits set by the IBM parties for any applicable AMD customer. The AMD parties agreed to pay program fees to the IBM parties calculated as a percentage of the face value of the invoices. These program fees are calculated according to 45-day or 60-day settlement periods. For a 45-day settlement period, the AMD parties agreed to pay fees equal to 0.594% of the face value of the invoices that are purchased by the IBM parties. For a 60-day settlement period, the AMD parties agreed to pay fees equal to 0.864% of the face value of the invoices that are purchased by the IBM parties. In the event the base rate, defined as one month LIBOR, increases or decreases by more than 0.25% above or below the base rate as defined in the sales agreements, the 45-day fee will be adjusted by a corresponding increase or decrease of 0.021%, and the 60-day fee will be adjusted by a corresponding increase or decrease of 0.0313%. The sale of invoices have been made on a limited non-recourse basis, with recourse limited to certain exceptions that are not related to the financial condition or credit of the applicable AMD customer (e.g., the breach by an AMD party of representations, warranties and covenants contained in the sales agreements). Subject to limited non-recourse exceptions, each AMD party has the option, but not the obligation, to repurchase products sold to any AMD customer that are returned to the respective IBM party. The purchase price for such products is the then applicable fair market value of such products.

The terms of each sales agreement is for a period of one year, with automatic renewal periods of one year each unless terminated earlier by either party with at least 30 days' prior written notice. A sales agreement may also be terminated immediately by either party for cause. In addition, a sales agreement may be terminated immediately in the event of a change of control of either party.

As of June 28, 2008, only selected distributor customers have participated in this program. Because we do not recognize revenue until our distributors sell our products to their customers, we classified funds received from the IBM parties as debt according to the requirement of EITF 88-18, *Sales of Future Revenues*. The debt is reduced as the IBM parties receive payments from the distributors. As of June 28, 2008, \$60 million was outstanding under these agreements. This amount appears as other short-term obligations on our consolidated balance sheet.

### **ITEM 6. EXHIBITS**

- 10.1 Sale of Receivables Supplier Agreement dated March 26, 2008 between Advanced Micro Devices, Inc. and IBM Credit LLC.
- 10.2 Sale of Receivables Supplier Agreement dated March 26, 2008 between AMD International & Sale and Service, Ltd. and IBM United Kingdom Financial Services Ltd.
- 31.1 Certification of the Chief Executive Officer pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.
- 31.2 Certification of the Chief Financial Officer pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.
- 32.1 Certification of the Chief Executive Officer pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.
- 32.2 Certification of the Chief Financial Officer pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.

**SIGNATURE**

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.

Date: August 6, 2008

ADVANCED MICRO DEVICES, INC.

By: /s/ ROBERT J. RIVET

Robert J. Rivet  
Executive Vice President,  
Chief Financial Officer

Signing on behalf of the registrant and as the principal accounting officer

SALE OF RECEIVABLES  
(WITH PROGRAM FEES)

SUPPLIER AGREEMENT

between

ADVANCED MICRO DEVICES, INC.,  
a Delaware corporation

and

IBM CREDIT LLC,  
a Delaware limited liability company

March 26, 2008

**THIS SALE OF RECEIVABLES (WITH PROGRAM FEES) – SUPPLIER AGREEMENT** (“Agreement”) is made this 26th day of March, 2008, by and between ADVANCED MICRO DEVICES, INC., a Delaware corporation (“Supplier”), and IBM CREDIT LLC, a Delaware limited liability company (“IBM GF”).

**THE PARTIES AGREE AS FOLLOWS:**

**1.0 DEFINITIONS AND INTERPERTATION**

**DEFINITIONS:** In this Agreement:

“**Agreement**” means this Sale of Receivables (with Program Fees) – Supplier Agreement, including (unless the context otherwise requires) Schedule A, Schedule B and any other schedules or exhibits attached hereto and incorporated herein.

“**Associated Rights**” means in relation to any Receivable or Products any of the following (i) all the Supplier’s rights by law as an unpaid vendor or under the sale contract; (ii) documentary evidence of the sale contract or its performance or of any disputes arising; (iii) documents of title, warehouse keeper’s receipts, bills of lading, shipping documents, airway bills or similar documents; (iv) the benefit of all insurances; (v) all remittances, instruments, securities, bonds, guarantees and indemnities and accounting records; and (vi) all of the Supplier’s interest in all Products represented by such Receivable and in all Products returned by, or reclaimed, repossessed, or recovered from, the Buyer; and (vii) all accounts, instruments, general intangibles, documents, chattel paper, and letter of credit rights related to such Receivable.

“**Base Rate**” means the rate per annum referred to in Schedule A, but where the Base Rate is determined by reference to a published interest rate and that rate ceases to be published for any reason, IBM GF will use another appropriate interest rate as the reference rate so that IBM GF remains in a financial position equivalent to that before the original reference rate ceased to be published.

“**Billing Document**” means any Supplier Invoice, Credit Note, Debit Note or other document (amending, re-stating or replacing a Supplier Invoice, Credit Note or Debit Note) issued by Supplier to a Buyer for Products pursuant to any Master Purchase Agreement.

“**Business Day**” means any day (other than Saturday or Sunday) on which banks are open in London, England and/or New York, New York, USA for business of the nature required for the purposes of this Agreement.

“**Buyer**” means any legal entity to which the Supplier sells or licenses Products and which has a Buyer Agreement in existence at the time of such transaction.

“**Buyer Agreement**” means an agreement executed by and between a Buyer and IBM GF, and any amendments or replacements thereto made from time to time, under which the Buyer promises to pay Purchased Receivables to IBM GF.

“**Change in Control**” means, in relation to (a) the acquisition of, or, if earlier, the shareholder or director approval of the acquisition of, ownership or voting control, directly or indirectly, beneficially or of record, on or after the Commencement Date, by any person or group (within the meaning of Rule 13d-3 of the SEC under the Securities Exchange Act of 1934, as then in effect), of shares representing more than fifty percent (50%) of the aggregate ordinary voting power represented by the issued and outstanding capital stock of a Party, or (b) the occupation of a majority of the seats (other than vacant seats) on the board of directors or other governing body of a Party by persons who were neither (i) nominated by the board of directors or other governing body of such Party, nor (ii) appointed by directors so nominated. For the purposes of this definition, “SEC” means the United States Securities and Exchange

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Commission, and “voting power” means, with respect to any person, the exclusive ability to control, through the ownership of shares of capital stock, partnership interests, membership interests or otherwise, the election of members of the board of directors or other similar governing body of such person. The holding of a designated percentage of voting power of a person means the ownership of shares of capital stock, partnership interests, membership interests or other interests of such person sufficient to control exclusively the election of that percentage of the members of the board of directors or similar governing body of such person.

“**Commencement Date**” means the date specified as such in Schedule A.

“**Credit Availability**” means the unutilised amount at any time of the Credit Limit with respect to any Buyer.

“**Credit Limit**” means the limit for a Buyer set by IBM GF under this Agreement.

“**Credit Note**” means a Notified Credit Note issued by the Supplier to a Buyer having the effect of reducing the amount payable by the Buyer for Products, including any credit, allowance, discount, setoff, return, accommodation or forgiveness of any nature or type on, of, or relating to the Receivable for such Products.

“**Credit Report**” means the regular weekly report issued to the Supplier by the Service Provider containing details of all Supplier Invoices issued and purchased by IBM GF during the applicable Download Week and the Settlement Amount for them to be paid by IBM GF to the Supplier on the applicable Supplier Settlement Date.

“**Debit Note**” means a Notified Debit Note issued by the Supplier to a Buyer having the effect of re-stating or increasing the amount payable by the Buyer for Products to the extent relating to the Receivable for such Products.

“**Discharged Receivable**” means any Purchased Receivable the uncollected value of which (a) was fully and finally paid by the Buyer or (b) was satisfied by the payment of insurance proceeds to IBM GF.

“**Distribution Agreement**” means any distribution agreement or similar agreement between the Supplier and any Buyer.

“**Download Week**” means any period commencing on a Thursday and ending on the succeeding Wednesday.

“**Face Value**” means with respect to any Purchased Receivable, the amount the Buyer is obligated to pay the Supplier on account of the sale of Products as shown on the face of the Supplier Invoice or, in the case of any Debit Note, any increased amount payable by the Buyer (but not any re-stated amount), but without including any Credit Note amount or interest, but including any shipping charges, or other extraneous costs and expenses stated on the Supplier Invoice or Debit Note.

“**Funding Report**” means the regular weekly report to IBM GF by the Service Provider identifying, among other things, the Settlement Amount to be paid by IBM GF to the Supplier on the next Supplier Settlement Date.

“**Insolvency**” means in relation to a company the convening of a meeting to pass a resolution for voluntary winding up by reason of insolvency, or the making of a winding up order, or the issuing of an application for the appointment of an administrator, or the appointment of a receiver (whether in or out of court) or an administrative receiver of any of the assets or income of the company; and means in relation to a partnership the issuing of a petition for its bankruptcy or its winding up or the issuing of an application for the appointment of an administrator or the issuing of a petition for the bankruptcy of any partner; and means in relation to any person, company or firm the entering into a voluntary arrangement, or any formal or informal arrangement generally for the benefit of creditors, or consulting with creditors, or any material part of its income or assets being subject to seizure, distress, lien or enforcement of security rights, or compounding with creditors, or ceasing to carry on business.

**“Lien”** means with respect to any asset, any mortgage, deed to secure debt, deed of trust, lien, pledge, charge, security interest, security title, preferential arrangement which has the practical effect of constituting a security interest, encumbrance, or servitude of any kind in respect of such asset to secure or assure payment of an obligation or a guarantee of an obligation of another, whether by consensual agreement or by operation of statute or other law, or by any agreement, contingent or otherwise, to provide any of the foregoing.

**“Master Purchase Agreement”** means any Distribution Agreement or VPA.

**“No Charge Period”** means the number of calendar days in respect of a Purchased Receivable ending on the Payment Date.

**“Non-Credit Dispute”** means a bona fide dispute with respect to a Purchased Receivable or resolved with respect to a Purchased Receivable as relating solely to one or more of the following matters (i) the Products (whether hardware, software or services or any combination of them) provided by the Supplier were not the Products as listed on the Supplier Invoice, or (ii) the amounts, billing information or other information on the Supplier Invoice is erroneous in any material respect, (iii) the Supplier’s failure to comply in any material respect with any specification agreed for the Products or its standard Products warranty obligations or any other contractual or legal obligation relating to the Products under any agreement between the Supplier and the Buyer or implied into any such agreement by any law, or (iv) the appointment of or the terms on which the Buyer has been appointed to be a distributor or reseller for the Supplier.

**“Notification”** means the Supplier’s notification to IBM GF in the manner and with the information required by Schedule B.

**“Notified”** means inclusion of a Supplier Invoice, Credit Note or Debit Note in a Notification.

**“Outstanding”** means undischarged by payment or other settlement to IBM GF.

**“Party”** means Supplier or IBM GF (as the context requires) or permitted assignee and **“Parties”** means both.

**“Payment Date”** means the due date for payment of a Purchased Receivable to IBM GF under the Buyer Agreement.

**“Products”** means hardware, software, and associated Products or services sold or licensed by the Supplier to a Buyer and in respect of which it issues a Supplier Invoice.

**“Program”** means the program described in and utilising the Program Documents for the Supplier’s sale, and IBM GF’s purchase, of certain of the Supplier’s Receivables.

**“Program Documents”** means this Agreement, each Credit Report, each Funding Report, and all other agreements, documents, or instruments entered into in connection with any of the foregoing as the same may be amended, restated, supplemented, or otherwise modified from time to time.

**“Program Fees”** means the amount payable by the Supplier to IBM GF calculated by multiplying the Face Value of the Supplier Invoice by the percentage applicable to the Buyer determined by application of the provisions of Schedule A.

**“Purchase Price”** means, with respect to any Purchased Receivable, the Face Value of the Supplier Invoice (or, if applicable, in respect of any Debit Note, the amount of any increase in the amount payable in respect of a Supplier Invoice).

**“Purchased Receivable”** means a Receivable which is actually purchased by IBM GF under and in accordance with the terms of this Agreement; provided that such Receivable shall no longer constitute a Purchased Receivable immediately upon its becoming a Recourse Receivable or a Discharged Receivable.

**“Receivable”** means the Supplier’s right to the payment of money from a Buyer arising out of Products sold, whether secured or unsecured, whether now existing or hereafter arising, and whether or not specifically sold or purchased in connection with the Program, each as evidenced by a Supplier Invoice; provided that the parties agree that each such right to payment evidenced by a separate Supplier Invoice shall constitute a separate Receivable hereunder.

**“Recourse Receivable”** means any Receivable which was purchased by IBM GF under the Program which (a) becomes subject to any Non-Credit Dispute, (b) was sold to IBM GF (i) on the basis of any false or materially misleading representation or warranty contained in this Agreement, any other Program Document or any Master Purchase Agreement or (ii) in violation of any covenant or other obligation of Supplier contained in this Agreement or any other Program Document, or (c) was sold to IBM GF on the basis of fraudulent or unlawful conduct on the part of Supplier.

**“Repurchase Finance Charge”** means a charge payable by the Supplier at the rate specified in Schedule A and accruing on a per diem basis from the day following the Payment Date until value in cleared funds is received by IBM GF from the Supplier.

**“Repurchase Price”** means, with respect to any Recourse Receivable, the Purchase Price less (i) Credit Notes for which value has been received by IBM GF after the Supplier Settlement Date and (ii) any amount then received and retained by IBM GF and applied by IBM GF as payment of the Receivable, plus (iii) any applicable Repurchase Finance Charge (whether the amount of the Purchase Price was derived from a Supplier Invoice or Debit Note or both).

**“Returned Goods”** means Products relating to any Purchased Receivables and returned to or recovered by the Supplier or IBM GF (i) in accordance with the return of Product terms set forth in the Supplier Terms and Conditions, (ii) in accordance with Supplier’s excess inventory or stock rotation programs as set forth in any applicable Master Purchase Agreement, (iii) as a result of any Non-Credit Dispute, or on the Insolvency of a Buyer.

**“Return Notice”** has the meaning given to such term in Section 8.2 below.

**“Schedule A”** means the Schedule A to this Agreement as amended from time to time by agreement in writing between the parties.

**“Schedule B”** means the Schedule B to this Agreement as amended from time to time by agreement in writing between the parties.

**“Service Provider”** means any person with whom an agreement has been entered into by IBM GF and to whom the performance of obligations or exercise of rights in respect of Receivables is from time to time sub-contracted by IBM GF.

**“Settlement Amount”** means the aggregate of the Purchase Prices of all Supplier Invoices issued in a Download Week less any Credit Notes to be deducted (or plus any Debit Notes to be added) in accordance with the provisions of Schedule B and as shown in the Credit Report.

**“Supplier Invoice”** means a valid invoice issued by the Supplier to a Buyer for payment for Products (such invoice shall include any applicable taxes and duties) pursuant to any Master Purchase Agreement, including any terms and conditions set forth in the Supplier Terms and Conditions, as applicable.

**“Supplier’s Invoice Terms”** means the payment terms for the Buyer, in number of calendar days, determined by the Master Purchase Agreement and/or as stated on the Supplier Invoice.

**“Supplier Settlement Date”** means the date payment of the Settlement Amount by IBM GF is due to the Supplier, which shall be the date which is 15 calendar days after the Sunday of the applicable Download Week (unless such date is not a Business Day in which case the Supplier Settlement Date shall be the next occurring Business Day).

**“Supplier Terms and Conditions”** means the standard terms and conditions of sale of Supplier applicable to any Product.

**“UCC”** means Article 9 of the Uniform Commercial Code as adopted in the State of New York, as amended from time to time.

**“VPA”** means any volume purchase agreement or similar purchase agreement executed between the Supplier and any Buyer.

All terms defined in this Agreement shall have the same defined meanings when used in any of the other Program Documents, unless otherwise defined therein or unless the context shall require otherwise. The terms “accounts,” “chattel paper,” “instruments,” “general intangibles,” “inventory,” “equipment,” and “fixtures,” as and when used herein and in the other Program Documents, shall have the same meanings given such terms under the UCC.

## INTERPRETATION

If there is a conflict between the Agreement and any Schedule to it the terms of the Agreement shall prevail. Headings are for convenience only and not for interpretation. The Singular includes the plural and vice versa. If a provision of any law is referred to, it will be as it is from time to time amended.

## 2.0 PURPOSE

**2.1 Payment Terms** The purpose of this Agreement is to enable the Supplier to offer payment terms to Buyers and to enable it to sell and IBM GF to purchase the resulting Receivables payable by Buyers on the terms of this Agreement. IBM GF shall not make any charge to Buyers for the No Charge Period.

**2.2 Designation of Buyers** The Supplier may request IBM GF in writing to include as Buyers those of its customers that it may from time to time designate (such designation to state the Supplier’s Invoice Terms required from the options specified in Schedule A) and IBM GF may agree to such inclusion by entering into a Buyer Agreement with such designated customer. Such designation shall continue for the purpose of this Agreement unless and until the Supplier removes it by not less than 60 days written notice to IBM GF, whereupon the Supplier shall cease to be obliged to offer to sell Receivables owed by such Buyer to IBM GF.

**2.3 True Sale; Risk Borne by IBM GF** The sale of each Receivable will constitute a “true sale” of all of the Supplier’s right, title and interest in and to such Receivable and its Associated Rights, and IBM GF shall take title to such Purchased Receivable and its Associated Rights without recourse to the Supplier, except in the event that such Purchased Receivable becomes a Recourse Receivable. Subject to the terms of this Agreement IBM GF shall bear the credit, funding, and operational risks, and all related risks of ownership, arising from the purchase of Purchased Receivables under this Agreement.

**2.4 Recharacterization** As noted in Section 2.3, the parties hereto intend that IBM GF’s purchase of the Purchased Receivables shall constitute an absolute and “true sale,” conveying good title, free and clear of any liens other than Permitted Encumbrances. In the event, it is determined that the transactions evidenced hereby and by the other Program Documents constitute a loan and not a purchase and sale, then (a) IBM GF shall cease purchasing any additional Receivables, (b) this Agreement shall constitute a security

agreement under applicable law, and (c) the Supplier does hereby grant IBM GF a first priority perfected security interest in and to all of the Supplier's right, title, and interest, whether now owned or hereafter acquired, in, to, and under the Purchased Receivables and their Associated Rights to secure the obligations of the Supplier hereunder.

**2.5 Nature of Purchased Receivable** Each Purchased Receivable constitutes an "account," "chattel paper," or "general intangible," as such terms are defined in the UCC.

### **3.0 SALES AND PURCHASES WITHIN CREDIT LIMITS**

**3.1 Supplier Offers** From the Commencement Date until either this Agreement is terminated or IBM GF at its option declines to purchase Receivables following breach of this Agreement by the Supplier (until such breach is remedied to the sole and absolute satisfaction of IBM GF) the Supplier shall on the terms of this Agreement offer to sell to IBM GF, at the Purchase Price, all Receivables owing by each Buyer.

**3.2 IBM GF Acceptances** IBM GF shall, if there is Credit Availability, accept the Supplier's offer to sell Receivables on the terms of this Agreement and, subject only to the Supplier's obligations to repurchase Purchased Receivables under this Agreement, all risk of non-payment of such Purchased Receivables, and all risk of ownership with respect to such Purchased Receivable, shall pass to IBM GF on the date of issue stated on the Supplier Invoice.

**3.3 Credit Limit and Credit Availability** IBM GF shall have the right to determine, in its sole and absolute discretion, whether to make any Credit Limit available for any Buyer under the Program. The Supplier shall be responsible for verifying the amount of Credit Availability in accordance with Schedule B before issuing any Supplier Invoice and IBM GF shall not be liable for any failure to effect such verification. IBM GF shall be under no obligation to purchase Receivables where to do so would cause the amount of Credit Availability for the Buyer at any time to be exceeded.

**3.4 Change of Credit Limit** If IBM GF increases or decreases the amount of a Credit Limit it will communicate such change to the Supplier by notice in writing. If the change is a decrease in the Credit Limit amount, IBM GF shall be liable to continue to purchase Receivables issued by the Supplier for a period of 48 hours from notification to the Supplier by the Service Provider provided such Receivables would have been within the Credit Availability for the Buyer immediately prior to such notice.

**3.5 Credit Limit Withdrawal/Suspension Notice** IBM GF shall provide the Supplier as soon as practicable with written notice (to the address specified in Schedule B) if IBM GF at any time withdraws or suspends its Credit Limit or Credit Availability for any Buyer (so that such Credit Limit and Credit Availability are zero). Any shipment made by the Supplier to the Buyer on any day after the date of receipt of such notice shall be at the risk of the Supplier and IBM GF shall not be obligated to purchase the relevant Receivable.

**3.6 Payment for Purchased Receivables** IBM GF shall pay the Settlement Amount in cleared funds to the bank account of the Supplier stated in Schedule A on the Supplier Settlement Date. Payments shall be made by electronic bank transfer or as otherwise agreed between the parties.

**3.7 Currency** Transactions between the Supplier and IBM GF under this Agreement in relation to any Receivable shall be in the currency of that Receivable as set forth in the Supplier Invoice and described in Schedule A.

**3.8 Program Fees** IBM GF shall send an invoice to the Supplier for Program Fees (by the 8<sup>th</sup> day of each month) in respect of all Supplier Invoices included in Funding Reports received by IBM GF in the preceding month. Program Fees shall be calculated as a one time charge for each Supplier Invoice on the terms of Schedule A. IBM GF's invoices for Program Fees shall be payable within fifteen (15) days after receipt by the Supplier.

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#### 4.0 SUPPLIER'S RIGHTS AND OBLIGATIONS

##### 4.1 Transfer of Ownership

The Supplier shall:

- (a) upon receipt of the applicable Settlement Amount, transfer to IBM GF the ownership of all Purchased Receivables and Associated Rights purchased by IBM GF and such ownership shall be complete and unencumbered by any Lien and it shall vest in IBM GF from the date stated on the Supplier Invoice as its issue date;
- (b) give written notice (in the form specified in Schedule B) to the Buyer that IBM GF is the owner of each Purchased Receivable together with payment instructions for IBM GF (as the same may be designated by IBM GF from time to time);
- (c) execute and deliver to IBM GF such further documents including written assignments (with all stamp duties and documentary taxes endorsed thereon or paid or provided for) as IBM GF may reasonably require to exercise its rights to the absolute and unencumbered ownership of all Purchased Receivables, all Associated Rights and any remittances received in discharge thereof; and
- (d) assist IBM GF as it may in writing request by providing information and records relating to Purchased Receivables that IBM GF may reasonably require to enforce its rights to Purchased Receivables and any Associated Rights.

##### 4.2 Supplier's Representations, Warranties and Covenants.

By delivery to IBM GF of a Notification of a Receivable, the Supplier represents and warrants to IBM GF that:

- (a) the Supplier is duly organised, validly existing, and has full power and authority including any consents required by law or otherwise to enter this Agreement and to transfer ownership of the Receivable and Associated Rights to IBM GF;
- (b) to Supplier's actual knowledge upon due investigation, no disputes or judgments or decrees exist, or are outstanding, nor is there any material fact or matter known or which should reasonably have been known by the Supplier, which has not been disclosed to IBM GF, nor is there any omission of any fact or matter which could reasonably be expected to affect in any material respect or prevent the transfer of the Receivable and Associated Rights to IBM GF;
- (c) there is no Lien affecting the Products or the Receivable or Associated Rights except in favour of IBM GF;
- (d) the Products covered by any Purchased Receivable have been the subject of a bona fide order by the Buyer placed with and accepted by the Supplier and that acceptance of such order by the Supplier will be within the Buyer's Credit Availability;
- (e) the Buyer is obliged to pay the Receivable in the currency as specified in Schedule A;
- (f) the amount of the Receivable shown on the Supplier Invoice constitutes a valid, existing, enforceable and undisputed debt payable by the Buyer, against which the Supplier has not received any notice of any right of set off or counterclaim exercisable by the Buyer, except as enforceability may be limited by applicable bankruptcy, insolvency or similar laws affecting the enforcement of creditors' rights generally or by equitable principles of general applicability;
- (g) the Receivable is subject to the Supplier's Invoice Terms;
- (h) the contracts for the sale of the Products are subject to the state and/or federal laws of the United States or the laws of the United Kingdom, as applicable, and provide that any disputes may be settled before the the courts of such jurisdiction;

(i) each sale made by the Supplier pursuant to this Agreement constitutes a valid sale, transfer, and assignment of Receivables to IBM GF, enforceable against the Supplier and that this Agreement and each other document executed and delivered in connection herewith constitutes a legal, valid, and binding obligation of the Supplier, enforceable in accordance with its terms; except as enforceability may be limited by applicable bankruptcy, insolvency or similar laws affecting the enforcement of creditors' rights generally or by equitable principles of general applicability;

(j) the Supplier is in compliance with the requirements of all applicable laws, rules, regulations and orders of all governmental authorities applicable to the sale of the Products and the issue and sale of the Supplier Invoices under this Agreement, except to the extent that non-compliance would not materially adversely affect IBM GF's rights in and to the Purchased Receivables or under this Agreement;

(k) the Supplier has followed in all material respects the process specified in Schedule B;

(l) the execution and delivery of this Agreement by Supplier and the consummation of the transactions contemplated hereby or thereby by Supplier will not (i) conflict with, result in the breach of, constitute a default under or accelerate the performance required by, the terms of any order, law, regulation, to which Supplier is a party or by which Supplier is bound, (ii) violate the articles of incorporation or bylaws or other charter documents of Supplier, (iii) require any consent, approval, authorization or filing under any law, regulation, judgment, order, writ, decree, permit or license to which Supplier is a party or by which Supplier or its assets are bound, or (iv) subject to the terms of UCC Section 9-406, require the consent or approval of any other party to any material contract, instrument, agreement or commitment to which Supplier is a party or by which Supplier or its assets are bound, other than the approvals of regulatory authorities, if any, which have been obtained or will be obtained prior to the effective date of this Agreement. Supplier is not subject to any agreement or understanding with any governmental authority which would prevent the consummation by Supplier of the transactions contemplated by this Agreement; and

(m) the Supplier shall cause to be delivered to IBM GF a "true sale" legal opinion, subject to standard qualifications, limitations and exceptions, within ten (10) calendar days following the execution of this Agreement.

**4.3 Utilisation Process** The Supplier shall use the process, systems and tools described in Schedule B to offer each Receivable for sale to IBM GF and to perform its obligations under this Agreement.

**4.4 Transaction Taxes** The Supplier shall indemnify IBM GF against all stamp duties and documentary taxes in respect of any unstamped or untaxed documents delivered pursuant to this Agreement.

**4.5 Power of Attorney** To secure the payment of all Purchased Receivables the Supplier irrevocably appoints IBM GF and its officers, directors, employees and agents at any time jointly and severally to act as the attorneys-in-fact of the Supplier in their sole judgment in order to do all or any of the following (a) perfect IBM GF's title to any Purchased Receivable, Associated Rights or Returned Goods, and (b) obtain payment of and give valid discharge for any Purchased Receivable. For such purposes the attorneys may sign all documents, endorse or negotiate all cheques and other remittances, conduct, defend or compromise any legal proceedings and take all other steps which the attorney considers necessary; provided however, that the Supplier does not grant to IBM GF the right to make any compromise, settlement or release of any Non-Credit Dispute or regarding ownership of any intellectual property rights related to any Products. These powers shall continue both during and after the ending of this Agreement and during any disability on the Supplier's part until all sums due to IBM GF have been paid. The Supplier shall ratify whatever commercially reasonable actions are taken by IBM GF that are consistent with this provision and applicable law. The Supplier irrevocably appoints any assignee of IBM GF or any person to whom this Agreement may be novated to perform any of the acts set out above. IBM GF may also appoint and remove substitute attorneys for any of the above matters.

## 5.0 IBM GF's RIGHTS AND OBLIGATIONS

**5.1 Collection of Purchased Receivables** IBM GF shall have the sole discretion, whether the Buyer is in default or not, to renew and extend the time for such Buyer to pay the Purchased Receivables and to fulfill its obligations under the Buyer Agreement and to compromise, adjust, settle or release any Purchased Receivable in such manner as IBM GF, as owner of such Purchased Receivable, may deem advisable without in any manner affecting the rights of IBM GF, or the liabilities of either the Supplier, or any other party responsible to IBM GF for payment (provided that the Supplier does not grant to IBM GF the right to make any compromise, settlement or release of any Non-Credit Dispute or regarding ownership of any intellectual property rights related to any Products).

**5.2 Lodgement of Claims** IBM GF shall be at liberty to complete and lodge in the Supplier's name, proof or statement of debt or proof of claim with respect to any Purchased Receivable in any Insolvency of the Buyer and IBM GF may at any time give notice to the Buyer of its ownership of any Purchased Receivable.

**5.3 No Obligation for Sales Contract** IBM GF assumes no obligation to complete any sale contract between the Supplier and a Buyer notwithstanding the purchase of any Receivable by IBM GF.

**5.4 Termination of Buyer Agreement** IBM GF shall give written notice to the Supplier of any decision by IBM GF that future requests in relation to any Buyer for a Credit Limit will be declined by IBM GF as a result of IBM GF's decision not to purchase Receivables payable by such Buyer. This notice shall not affect any Credit Limit given before the date of the notice.

**5.5 Service Provider** The Parties agree that the Service Provider is and will be the sub-contractor solely of IBM GF and not the sub-contractor or agent or trustee of the Supplier or any Buyer. The Supplier consents to IBM GF sub-contracting to the Service Provider the exercise of rights and performance of obligations of IBM GF under this Agreement. The Service Provider shall provide the Supplier with the periodic reports stated in Schedule B. In the event that there is no Service Provider, all rights and obligations of IBM GF under or in respect of this Agreement shall respectively be exercised or performed by IBM GF and any reference to "Service Provider" in this Agreement shall be replaced with "IBM GF", which shall exercise or perform such rights and obligations for and on its own behalf in its capacity as contracting Party under this Agreement.

### 5.6 IBM GF Representations and Warranties.

- (a) IBM GF is duly organised, validly existing, and has full power and authority including any consents required by law or otherwise to enter and perform its obligations under this Agreement and the other Program Documents and to purchase the Receivables and Associated Rights from the Supplier;
- (b) This Agreement and the consummation by IBM GF of the transactions contemplated hereby and thereby have been duly and validly authorized by all necessary corporate action of IBM GF, and this Agreement has been duly executed and delivered by IBM GF, and when executed by IBM GF, this Agreement will constitute the valid and binding obligations of IBM GF, enforceable against IBM GF in accordance with its terms except as such enforceability may be limited by applicable bankruptcy, insolvency or similar laws affecting the enforcement of creditors' rights generally or by equitable principles of general applicability ; and
- (c) The execution and delivery of this Agreement by IBM GF and the consummation of the transactions contemplated hereby or thereby by IBM GF will not (i) conflict with, result in the breach of, constitute a default under or accelerate the performance required by, the terms of any order, law, regulation, contract, instrument, agreement, or commitment to which IBM GF is a party or by which IBM GF is bound, (ii) violate the articles of incorporation or bylaws or other charter documents of IBM GF, (iii) require any consent, approval, authorization or filing under any law, regulation, judgment, order, writ, decree, permit or license to which IBM GF is a party or by which IBM GF or its assets are bound, or (iv) require the consent or approval of

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any other party to any contract, instrument, agreement, or commitment to which IBM GF is a party or by which IBM GF or its assets are bound, other than the approvals of regulatory authorities, if any, which have been obtained or will be obtained prior to or on the effective date of this Agreement. IBM GF is not subject to any agreement or understanding with any governmental authority which would prevent the consummation by IBM GF of the transactions contemplated by this Agreement.

## **6.0 SUPPLIER/BUYER DEALINGS**

**6.1 Supplier's Invoice Terms** The Supplier agrees not to amend the Supplier's Invoice Terms for Products to give a period longer than that selected for the Buyer without the prior written consent of IBM GF, which consent may be contingent on changes to the Program Fees.

**6.2 Payments Received from Buyer** The Supplier shall advise IBM GF immediately of any monies received by the Supplier by way of payment or partial-payment of a Purchased Receivable. The Supplier shall (a) transfer to IBM GF without delay such monies and (b) hold such sums in trust for IBM GF until so transferred to IBM GF.

**6.3 Returned Products** The Supplier shall issue a Credit Note to the Buyer and a Notification of payment to IBM GF in respect of the value of Returned Goods which come into the Supplier's possession and shall hold the Returned Goods or their proceeds of sale in trust for IBM GF until IBM GF receives value for the Credit Note or payment.

**6.4 Credit Notes/Debit Notes** To the extent not already credited in the calculation of any Settlement Amount, the amount of any Credit Notes issued relating to a Purchased Receivable and not included in such calculation shall be applied to reduce the Settlement Amount owed by IBM GF to the Supplier on the next Supplier Settlement Date. Debit Notes that (a) re-state the original amount of a Supplier Invoice shall not be taken into any calculation under this Agreement but Debit Notes that (b) increase the amount of a Supplier Invoice shall be treated, in respect, only, of the amount of the increase, as a Supplier Invoice Notified on the date of the Debit Note, such Notification to be in the amount of the increase and to be treated as subject to the terms of this Agreement and the relevant Buyer Agreement as from the date on which the Debit Note is Notified.

**6.5 Special Terms** The Supplier may from time to time, in connection with the Supplier's promotions, special offerings or other marketing initiatives or otherwise, request IBM GF to provide terms other than those specified in Schedule A. IBM GF may, in its absolute discretion, provide such terms. Any such other terms shall be subject to agreement in writing between IBM GF and the Supplier. It is expressly understood that such other terms shall be in addition to, or in replacement of, the terms specified in Schedule A and, if in replacement of, shall not replace on a permanent basis the terms specified in Schedule A.

## **7.0 DISPUTES WITH BUYERS**

**7.1 Dispute Reporting** The Supplier shall promptly notify the Service Provider in writing of any Non-Credit Dispute or any other allegation by the Buyer relating to its liability for or the amount of any Purchased Receivable or any right of set off arising in the Buyer's favour that will or may affect the Buyer's obligations under the Buyer Agreement.

**7.2 Dispute Handing** The Supplier acknowledges that IBM GF does not have the right to conduct or remedy a Non-Credit Dispute and agrees that it will take the same approach to resolving any issue giving rise to a disputed Purchased Receivable as it would if it were for its own account (which approach shall be at least commercially reasonable) and so as to establish whether there is or is not a Non-Credit Dispute and the reason for the Purchased Receivable being disputed. The Supplier shall promptly use commercially reasonable efforts (consistent with past practices) to resolve the relevant Non-Credit Dispute issues, to keep IBM GF informed and to cooperate with IBM GF where required by IBM GF in relation to such issues.

## 8.0 SUPPLIER REPURCHASE OBLIGATIONS

**8.1 Receivables Repurchase** If a Purchased Receivable becomes a Recourse Receivable, (a) the party who makes the determination that such Purchased Receivable has become a Recourse Receivable will immediately notify the other Party in writing and specifically identify such Recourse Receivable and the event or condition which has caused it to become a Recourse Receivable; (b) IBM GF will sell such Recourse Receivable to the Supplier, without any warranty (except for title to the extent previously transferred by the Supplier to IBM GF) or recourse, at the next occurring Supplier Settlement Date; and (c) the Supplier will repurchase such Recourse Receivables on such Supplier Settlement Date by paying the Repurchase Price to IBM GF in cash. Any sums of money received by IBM GF from a Buyer and applied to a Recourse Receivable which has been repurchased by the Supplier shall be held in trust for the benefit of the Supplier and promptly transferred to the Supplier by IBM GF either in cash or, at IBM GF's option, added to the Settlement Amount payable to IBM GF on the next Supplier Settlement Date. The Supplier's obligation to pay the Repurchase Price shall be absolute and not conditional on the existence of the Recourse Receivable or any Associated Right (except to the extent the non-existence or impairment of such Recourse Receivable or Associated Rights is caused, directly or indirectly, by the action or inaction of IBM GF or its affiliates, including any Service Provider).

**8.2 Products Repurchase Option** Except as provided in Section 8.1 with respect to any Recourse Receivable, IBM GF shall provide written notice to the Supplier (each, a "Return Notice") within 15 days after IBM GF repossesses or otherwise acquires any Returned Goods. The Supplier shall have the right (but not the obligation) to repurchase such Returned Goods by providing written notice of such election within 15 days after receipt of the applicable Return Notice. The purchase price for any such Returned Goods shall be the then applicable "fair market value" of such Returned Goods (as reasonably determined by the Supplier), plus any applicable taxes, packaging and shipping charges. The return of any Returned Products shall in all other respects be in accordance with the Supplier's standard return policies (as set forth in the applicable Master Purchase Agreement or Supplier Terms and Conditions (which Supplier shall disclose to IBM GF if relevant)). Any amounts payable to IBM GF for any Returned Goods repurchased by the Supplier hereunder shall be paid in cash.

## 9.0 DURATION OF AGREEMENT

**9.1 Term** This Agreement shall take effect on the Commencement Date for a period of one year and shall continue thereafter for successive periods each of one year unless (a) terminated by either Party upon not less than thirty (30) calendar days prior written notice to the other Party, provided that such termination notice may not be effective prior to the date which is three (3) months after the Commencement Date, or (b) terminated by notice with immediate effect by either Party if (i) the other Party is subject to Insolvency; or (ii) if the other Party is in breach of any material obligation under this Agreement and fails to remedy such breach within 14 calendar days of written notice requiring it to do so; or (iii) a Change in Control occurs to the other Party.

**9.2 Termination of Related Agreements** Unless otherwise agreed in writing by the Parties, this Agreement shall terminate contemporaneously with the termination of any other agreement on substantially the same terms as this Agreement between Related Companies of the Supplier and IBM GF. ("Related Companies" being those companies that are or are controlled by IBM Corporation or Advanced Micro Devices, Inc.).

**9.3 Continuation of Rights** At IBM GF's sole discretion, upon termination, any existing Credit Limit shall automatically and without notice be withdrawn. Such termination shall not terminate either Party's liability with respect to any Receivables, Supplier Invoices, Credit Notes or Debit Notes received by IBM GF prior to the effective date of termination, regardless of the date such transactions are completed.

## 10. MISCELLANEOUS

**10.1 Confidentiality** The Parties agree that this Agreement and the other Program Documents shall be treated as subject to the Non Disclosure Agreement known as AMD NDA #17444 Supplement AMD012208 (IBM CDA v2880 supplement AMD012208) effective October 1, 2007 between Advanced Micro Devices, Inc. and IBM Credit LLC.

**10.2 Set Off** IBM GF has the right at all times to set off whatever sum IBM GF may owe to the Supplier against the payment obligations of the Supplier to IBM GF, whether by Credit Note or otherwise, arising under this Agreement, or under any other agreement between IBM GF and the Supplier, or arising in any other way.

**10.3 Force Majeure** Neither Party shall be liable to the other for any delay caused by a Force Majeure Event. If a Force Majeure Event occurs the Party affected shall not be obliged to perform or require a third party to perform any obligation under this Agreement affected by such Force Majeure Event whilst it continues to prevent performance. A "Force Majeure Event" means any event preventing a bank and/or clearing system from making payments including but not limited to an act of god, war, unavailability of any clearing or payment system, intermediary bank or other entity, sabotage, fire, flood, explosion, civil commotion, strikes, lockouts or industrial action of any kind, riots, insurrection or acts of government or similar institutions.

**10.4 Payment Gross Up** Any payment due from the Supplier to IBM GF shall be made such that the full amount due is received by IBM GF irrespective of any withholding which the Supplier is compelled by law or required by any governmental authority to make on account of any taxation liability. Any payment due from IBM GF to the Supplier shall be made such that the full amount due is received by the Supplier irrespective of any withholding which IBM GF is compelled by law or required by any governmental authority to make on account of any taxation liability. IBM GF shall provide Supplier, and Supplier shall provide IBM GF, as applicable, with any form, certificate or other documentation required to establish its eligibility for the benefits of any applicable income tax treaty or to establish its entitlement to a reduction or an exemption from withholding.

**10.5 Limitation of Liability** Neither the Supplier nor IBM GF shall have any liability for any special, indirect or consequential loss or damage suffered by the other or any claims in any manner related thereto.

**10.6 Assignment** IBM GF may assign the benefit of this Agreement in whole or in part. The Supplier consents to IBM GF novating to any other person all or any of its obligations, rights, benefits and remedies under this Agreement. Following such assignment or novation this Agreement (or any part) shall bind and continue to the benefit of the successors and assigns of IBM GF. The Supplier may not assign or charge its rights and benefits under this Agreement or subcontract any of its obligations without the prior written consent of IBM GF.

**10.7 Complete Agreement** This Agreement and the other Program Documents constitute the entire agreement between IBM GF and the Supplier with respect to the subject matter hereof, and any prior written or oral statements relating thereto are not to be considered part of this Agreement or any Program Document. Any modification to this Agreement shall be in writing and signed by the Parties.

**10.8 Waiver** No delay or omission on the part of IBM GF in the exercise of any right or remedy shall impair such right or remedy or shall operate as a waiver thereof.

**10.9 Partial Invalidity** If any provision of this Agreement shall be held to be invalid, illegal or unenforceable under any applicable statute or rule of law, the validity, legality and enforceability of the remaining provisions shall not in any way be affected.

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**10.10 Notices/Electronic Communications** Any notice given under this Agreement shall be in writing, and shall be delivered by facsimile transmission or registered mail, postage prepaid, and addressed as set out in Schedule A. For all other correspondence either Party may communicate with the other by electronic means and such communication is acceptable as a signed writing. An identification code (called a “user ID”) contained in an electronic document is agreed to be sufficient to verify the sender’s identity and the document’s authenticity for all purposes. The Service Provider shall be the day to day and primary channel for communication between the Parties and such communication shall be primarily on an electronic basis on terms to be established and maintained current by the Parties and the Service Provider.

**10.11 Counterparts** This Agreement may be executed in counterparts which taken together shall constitute the Agreement.

**10.12 Submission and Consent to Jurisdiction and Choice of Law** Each Party hereby irrevocably and unconditionally submits itself and its property in any legal action or proceeding relating to this Agreement and or for the recognition and enforcement of any judgment in respect thereof, to the non-exclusive general jurisdiction of the courts of the State of New York and any federal district court in New York. Each Party consents that any such action or proceeding may be brought in such courts and waives any objection that it may now or hereinafter have to the venue of any such action or proceeding in any such court or that such action or proceeding was brought in an inconvenient court and agrees not to plead or claim the same. Each Party agrees that service of process in any such action or proceeding may be effected by mailing a copy thereof by registered or certified mail (or any substantially similar form of mail), postage prepaid, to it at its address set forth in Schedule A. Each Party agrees that nothing herein shall affect the right to effect service of process in any other manner permitted by law or shall limit the right to sue in any other jurisdiction. Each Party agrees that the validity, interpretation and enforcement of this Agreement and any other of the Program Documents shall be governed by the laws (without giving effect to conflict of law provisions) of the State of New York.

**10.13 Waiver of Jury Trial** The Parties waive, to the maximum extent permitted by applicable law, all right to trial by jury in any action, suit or proceeding brought to resolve any dispute, whether in contract, tort, or otherwise arising out of, connected with, related to, or incidental to, this Agreement and any other of the Program Documents.

*[Remainder of page intentionally left blank.]*

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This Agreement is entered into effective as of the date first set forth above.

ADVANCED MICRO DEVICES, INC.

Signed: /s/ Faina Medzonsky  
Name: Faina Medzonsky  
Title: Asst. Secretary & Asst. General Counsel  
Date: March 26, 2008

IBM CREDIT LLC

Signed: /s/ Robert W. Flood  
Name: Robert W. Flood  
Title: Director, Commercial Financing  
Date: March 18, 2008

SALE OF RECEIVABLES  
(WITH PROGRAM FEES)

SUPPLIER AGREEMENT

between

AMD INTERNATIONAL SALES & SERVICE, LTD.,  
a Delaware corporation

and

IBM UNITED KINGDOM FINANCIAL SERVICES LTD.  
a company incorporated in Wales and England

March 26, 2008

**THIS SALE OF RECEIVABLES (WITH PROGRAM FEES) – SUPPLIER AGREEMENT** (“Agreement”) is made this 26th day of March, 2008, by and between AMD INTERNATIONAL SALES & SERVICE, LTD., a Delaware corporation (“Supplier”), and IBM UNITED KINGDOM FINANCIAL SERVICES, LTD., a company incorporated in Wales and England (“IBM UK”).

**THE PARTIES AGREE AS FOLLOWS:**

**1.0 DEFINITIONS AND INTERPERTATION**

**DEFINITIONS:** In this Agreement:

“**Agreement**” means this Sale of Receivables (with Program Fees) – Supplier Agreement, including (unless the context otherwise requires) Schedule A, Schedule B and any other schedules or exhibits attached hereto and incorporated herein.

“**Associated Rights**” means in relation to any Receivable or Products any of the following (i) all the Supplier’s rights by law as an unpaid vendor or under the sale contract; (ii) documentary evidence of the sale contract or its performance or of any disputes arising; (iii) documents of title, warehouse keeper’s receipts, bills of lading, shipping documents, airway bills or similar documents; (iv) the benefit of all insurances; (v) all remittances, instruments, securities, bonds, guarantees and indemnities and accounting records; and (vi) all of the Supplier’s interest in all Products represented by such Receivable and in all Products returned by, or reclaimed, repossessed, or recovered from, the Buyer; and (vii) all accounts, instruments, general intangibles, documents, chattel paper, and letter of credit rights related to such Receivable.

“**Base Rate**” means the rate per annum referred to in Schedule A, but where the Base Rate is determined by reference to a published interest rate and that rate ceases to be published for any reason, IBM UK will use another appropriate interest rate as the reference rate so that IBM UK remains in a financial position equivalent to that before the original reference rate ceased to be published.

“**Billing Document**” means any Supplier Invoice, Credit Note, Debit Note or other document (amending, re-stating or replacing a Supplier Invoice, Credit Note or Debit Note) issued by Supplier to a Buyer for Products pursuant to any Master Purchase Agreement.

“**Business Day**” means any day (other than Saturday or Sunday) on which banks are open in London, England and/or New York, New York, USA for business of the nature required for the purposes of this Agreement.

“**Buyer**” means any legal entity to which the Supplier sells or licenses Products and which has a Buyer Agreement in existence at the time of such transaction.

“**Buyer Agreement**” means an agreement executed by and between a Buyer and IBM UK, and any amendments or replacements thereto made from time to time, under which the Buyer promises to pay Purchased Receivables to IBM UK.

“**Change in Control**” means, in relation to (a) the acquisition of, or, if earlier, the shareholder or director approval of the acquisition of, ownership or voting control, directly or indirectly, beneficially or of record, on or after the Commencement Date, by any person or group (within the meaning of Rule 13d-3 of the SEC under the Securities Exchange Act of 1934, as then in effect), of shares representing more than fifty percent (50%) of the aggregate ordinary voting power represented by the issued and outstanding capital stock of a Party, or (b) the occupation of a majority of the seats (other than vacant seats) on the board of directors or other governing body of a Party by persons who were neither (i) nominated by the board of directors or other governing body of such Party, nor (ii) appointed by directors so nominated.

For the purposes of this definition, “SEC” means the United States Securities and Exchange Commission, and “voting power” means, with respect to any person, the exclusive ability to control, through the ownership of shares of capital stock, partnership interests, membership interests or otherwise, the election of members of the board of directors or other similar governing body of such person. The holding of a designated percentage of voting power of a person means the ownership of shares of capital stock, partnership interests, membership interests or other interests of such person sufficient to control exclusively the election of that percentage of the members of the board of directors or similar governing body of such person.

“**Commencement Date**” means the date specified as such in Schedule A.

“**Credit Availability**” means the unutilised amount at any time of the Credit Limit with respect to any Buyer.

“**Credit Limit**” means the limit for a Buyer set by IBM UK under this Agreement.

“**Credit Note**” means a Notified Credit Note issued by the Supplier to a Buyer having the effect of reducing the amount payable by the Buyer for Products, including any credit, allowance, discount, setoff, return, accommodation or forgiveness of any nature or type on, of, or relating to the Receivable for such Products.

“**Credit Report**” means the regular weekly report issued to the Supplier by the Service Provider containing details of all Supplier Invoices issued and purchased by IBM UK during the applicable Download Week and the Settlement Amount for them to be paid by IBM UK to the Supplier on the applicable Supplier Settlement Date.

“**Debit Note**” means a Notified Debit Note issued by the Supplier to a Buyer having the effect of re-stating or increasing the amount payable by the Buyer for Products to the extent relating to the Receivable for such Products.

“**Discharged Receivable**” means any Purchased Receivable the uncollected value of which (a) was fully and finally paid by the Buyer or (b) was satisfied by the payment of insurance proceeds to IBM UK.

“**Distribution Agreement**” means any distribution agreement or similar agreement between the Supplier and any Buyer.

“**Download Week**” means any period commencing on a Thursday and ending on the succeeding Wednesday.

“**Face Value**” means with respect to any Purchased Receivable, the amount the Buyer is obligated to pay the Supplier on account of the sale of Products as shown on the face of the Supplier Invoice or, in the case of any Debit Note, any increased amount payable by the Buyer (but not any re-stated amount), but without including any Credit Note amount or interest, but including any shipping charges, or other extraneous costs and expenses stated on the Supplier Invoice or Debit Note.

“**Funding Report**” means the regular weekly report to IBM UK by the Service Provider identifying, among other things, the Settlement Amount to be paid by IBM UK to the Supplier on the next Supplier Settlement Date.

“**Insolvency**” means in relation to a company the convening of a meeting to pass a resolution for voluntary winding up by reason of insolvency, or the making of a winding up order, or the issuing of an application for the appointment of an administrator, or the appointment of a receiver (whether in or out of court) or an administrative receiver of any of the assets or income of the company; and means in relation to a partnership the issuing of a petition for its bankruptcy or its winding up or the issuing of an application for the appointment of an administrator or the issuing of a petition for the bankruptcy of any partner; and means in relation to any person, company or firm the entering into a voluntary arrangement, or any formal or informal arrangement generally for the benefit of creditors, or consulting with creditors, or any material part of its income or assets being subject to seizure, distress, lien or enforcement of security rights, or compounding with creditors, or ceasing to carry on business.

**“Lien”** means with respect to any asset, any mortgage, deed to secure debt, deed of trust, lien, pledge, charge, security interest, security title, preferential arrangement which has the practical effect of constituting a security interest, encumbrance, or servitude of any kind in respect of such asset to secure or assure payment of an obligation or a guarantee of an obligation of another, whether by consensual agreement or by operation of statute or other law, or by any agreement, contingent or otherwise, to provide any of the foregoing.

**“Master Purchase Agreement”** means any Distribution Agreement or VPA.

**“No Charge Period”** means the number of calendar days in respect of a Purchased Receivable ending on the Payment Date.

**“Non-Credit Dispute”** means a bona fide dispute with respect to a Purchased Receivable or resolved with respect to a Purchased Receivable as relating solely to one or more of the following matters (i) the Products (whether hardware, software or services or any combination of them) provided by the Supplier were not the Products as listed on the Supplier Invoice, or (ii) the amounts, billing information or other information on the Supplier Invoice is erroneous in any material respect, (iii) the Supplier’s failure to comply in any material respect with any specification agreed for the Products or its standard Products warranty obligations or any other contractual or legal obligation relating to the Products under any agreement between the Supplier and the Buyer or implied into any such agreement by any law, or (iv) the appointment of or the terms on which the Buyer has been appointed to be a distributor or reseller for the Supplier.

**“Notification”** means the Supplier’s notification to IBM UK in the manner and with the information required by Schedule B.

**“Notified”** means inclusion of a Supplier Invoice, Credit Note or Debit Note in a Notification.

**“Outstanding”** means undischarged by payment or other settlement to IBM UK.

**“Party”** means Supplier or IBM UK (as the context requires) or permitted assignee and **“Parties”** means both.

**“Payment Date”** means the due date for payment of a Purchased Receivable to IBM UK under the Buyer Agreement.

**“Products”** means hardware, software, and associated Products or services sold or licensed by the Supplier to a Buyer and in respect of which it issues a Supplier Invoice.

**“Program”** means the program described in and utilising the Program Documents for the Supplier’s sale, and IBM UK’s purchase, of certain of the Supplier’s Receivables.

**“Program Documents”** means this Agreement, each Credit Report, each Funding Report, and all other agreements, documents, or instruments entered into in connection with any of the foregoing as the same may be amended, restated, supplemented, or otherwise modified from time to time.

**“Program Fees”** means the amount payable by the Supplier to IBM UK calculated by multiplying the Face Value of the Supplier Invoice by the percentage applicable to the Buyer determined by application of the provisions of Schedule A.

**“Purchase Price”** means, with respect to any Purchased Receivable, the Face Value of the Supplier Invoice (or, if applicable, in respect of any Debit Note, the amount of any increase in the amount payable in respect of a Supplier Invoice).

**“Purchased Receivable”** means a Receivable which is actually purchased by IBM UK under and in accordance with the terms of this Agreement; provided that such Receivable shall no longer constitute a Purchased Receivable immediately upon its becoming a Recourse Receivable or a Discharged Receivable.

**“Receivable”** means the Supplier’s right to the payment of money from a Buyer arising out of Products sold, whether secured or unsecured, whether now existing or hereafter arising, and whether or not specifically sold or purchased in connection with the Program, each as evidenced by a Supplier Invoice; provided that the parties agree that each such right to payment evidenced by a separate Supplier Invoice shall constitute a separate Receivable hereunder.

**“Recourse Receivable”** means any Receivable which was purchased by IBM UK under the Program which (a) becomes subject to any Non-Credit Dispute, (b) was sold to IBM UK (i) on the basis of any false or materially misleading representation or warranty contained in this Agreement, any other Program Document or any Master Purchase Agreement or (ii) in violation of any covenant or other obligation of Supplier contained in this Agreement or any other Program Document, or (c) was sold to IBM UK on the basis of fraudulent or unlawful conduct on the part of Supplier.

**“Repurchase Finance Charge”** means a charge payable by the Supplier at the rate specified in Schedule A and accruing on a per diem basis from the day following the Payment Date until value in cleared funds is received by IBM UK from the Supplier.

**“Repurchase Price”** means, with respect to any Recourse Receivable, the Purchase Price less (i) Credit Notes for which value has been received by IBM UK after the Supplier Settlement Date and (ii) any amount then received and retained by IBM UK and applied by IBM UK as payment of the Receivable, plus (iii) any applicable Repurchase Finance Charge (whether the amount of the Purchase Price was derived from a Supplier Invoice or Debit Note or both).

**“Returned Goods”** means Products relating to any Purchased Receivables and returned to or recovered by the Supplier or IBM UK (i) in accordance with the return of Product terms set forth in the Supplier Terms and Conditions, (ii) in accordance with Supplier’s excess inventory or stock rotation programs as set forth in any applicable Master Purchase Agreement, (iii) as a result of any Non-Credit Dispute, or on the Insolvency of a Buyer.

**“Return Notice”** has the meaning given to such term in Section 8.2 below.

**“Schedule A”** means the Schedule A to this Agreement as amended from time to time by agreement in writing between the parties.

**“Schedule B”** means the Schedule B to this Agreement as amended from time to time by agreement in writing between the parties.

**“Service Provider”** means any person with whom an agreement has been entered into by IBM UK and to whom the performance of obligations or exercise of rights in respect of Receivables is from time to time sub-contracted by IBM UK.

**“Settlement Amount”** means the aggregate of the Purchase Prices of all Supplier Invoices issued in a Download Week less any Credit Notes to be deducted (or plus any Debit Notes to be added) in accordance with the provisions of Schedule B and as shown in the Credit Report.

**“Supplier Invoice”** means a valid invoice issued by the Supplier to a Buyer for payment for Products (such invoice shall include any applicable taxes and duties) pursuant to any Master Purchase Agreement, including any terms and conditions set forth in the Supplier Terms and Conditions, as applicable.

**“Supplier’s Invoice Terms”** means the payment terms for the Buyer, in number of calendar days, determined by the Master Purchase Agreement and/or as stated on the Supplier Invoice.

**“Supplier Settlement Date”** means the date payment of the Settlement Amount by IBM UK is due to the Supplier, which shall be the date which is 15 calendar days after the Sunday of the applicable Download Week (unless such date is not a Business Day in which case the Supplier Settlement Date shall be the next occurring Business Day).

**“Supplier Terms and Conditions”** means the standard terms and conditions of sale of Supplier applicable to any Product.

**“UCC”** means Article 9 of the Uniform Commercial Code as adopted in the State of New York, as amended from time to time.

**“VPA”** means any volume purchase agreement or similar purchase agreement executed between the Supplier and any Buyer.

All terms defined in this Agreement shall have the same defined meanings when used in any of the other Program Documents, unless otherwise defined therein or unless the context shall require otherwise. The terms “accounts,” “chattel paper,” “instruments,” “general intangibles,” “inventory,” “equipment,” and “fixtures,” as and when used herein and in the other Program Documents, shall have the same meanings given such terms under the UCC.

## INTERPRETATION

If there is a conflict between the Agreement and any Schedule to it the terms of the Agreement shall prevail. Headings are for convenience only and not for interpretation. The Singular includes the plural and vice versa. If a provision of any law is referred to, it will be as it is from time to time amended.

## 2.0 PURPOSE

**2.1 Payment Terms** The purpose of this Agreement is to enable the Supplier to offer payment terms to Buyers and to enable it to sell and IBM UK to purchase the resulting Receivables payable by Buyers on the terms of this Agreement. IBM UK shall not make any charge to Buyers for the No Charge Period.

**2.2 Designation of Buyers** The Supplier may request IBM UK in writing to include as Buyers those of its customers that it may from time to time designate (such designation to state the Supplier’s Invoice Terms required from the options specified in Schedule A) and IBM UK may agree to such inclusion by entering into a Buyer Agreement with such designated customer. Such designation shall continue for the purpose of this Agreement unless and until the Supplier removes it by not less than 60 days written notice to IBM UK, whereupon the Supplier shall cease to be obliged to offer to sell Receivables owed by such Buyer to IBM UK.

**2.3 True Sale; Risk Borne by IBM UK** The sale of each Receivable will constitute a “true sale” of all of the Supplier’s right, title and interest in and to such Receivable and its Associated Rights, and IBM UK shall take title to such Purchased Receivable and its Associated Rights without recourse to the Supplier, except in the event that such Purchased Receivable becomes a Recourse Receivable. Subject to the terms of this Agreement IBM UK shall bear the credit, funding, and operational risks, and all related risks of ownership, arising from the purchase of Purchased Receivables under this Agreement.

**2.4 Recharacterization** As noted in Section 2.3, the parties hereto intend that IBM UK’s purchase of the Purchased Receivables shall constitute an absolute and “true sale,” conveying good title, free and clear of any liens other than Permitted Encumbrances. In the event, it is determined that the transactions evidenced hereby and by the other Program Documents constitute a loan and not a purchase and sale, then (a) IBM UK shall cease purchasing any additional Receivables, (b) this Agreement shall constitute a security

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agreement under applicable law, and (c) the Supplier does hereby grant IBM UK a first priority perfected security interest in and to all of the Supplier's right, title, and interest, whether now owned or hereafter acquired, in, to, and under the Purchased Receivables and their Associated Rights to secure the obligations of the Supplier hereunder.

**2.5 Nature of Purchased Receivable** Each Purchased Receivable constitutes an "account," "chattel paper," or "general intangible," as such terms are defined in the UCC.

### **3.0 SALES AND PURCHASES WITHIN CREDIT LIMITS**

**3.1 Supplier Offers** From the Commencement Date until either this Agreement is terminated or IBM UK at its option declines to purchase Receivables following breach of this Agreement by the Supplier (until such breach is remedied to the sole and absolute satisfaction of IBM UK) the Supplier shall on the terms of this Agreement offer to sell to IBM UK, at the Purchase Price, all Receivables owing by each Buyer.

**3.2 IBM UK Acceptances** IBM UK shall, if there is Credit Availability, accept the Supplier's offer to sell Receivables on the terms of this Agreement and, subject only to the Supplier's obligations to repurchase Purchased Receivables under this Agreement, all risk of non-payment of such Purchased Receivables, and all risk of ownership with respect to such Purchased Receivable, shall pass to IBM UK on the date of issue stated on the Supplier Invoice.

**3.3 Credit Limit and Credit Availability** IBM UK shall have the right to determine, in its sole and absolute discretion, whether to make any Credit Limit available for any Buyer under the Program. The Supplier shall be responsible for verifying the amount of Credit Availability in accordance with Schedule B before issuing any Supplier Invoice and IBM UK shall not be liable for any failure to effect such verification. IBM UK shall be under no obligation to purchase Receivables where to do so would cause the amount of Credit Availability for the Buyer at any time to be exceeded.

**3.4 Change of Credit Limit** If IBM UK increases or decreases the amount of a Credit Limit it will communicate such change to the Supplier by notice in writing. If the change is a decrease in the Credit Limit amount, IBM UK shall be liable to continue to purchase Receivables issued by the Supplier for a period of 48 hours from notification to the Supplier by the Service Provider provided such Receivables would have been within the Credit Availability for the Buyer immediately prior to such notice.

**3.5 Credit Limit Withdrawal/Suspension Notice** IBM UK shall provide the Supplier as soon as practicable with written notice (to the address specified in Schedule B) if IBM UK at any time withdraws or suspends its Credit Limit or Credit Availability for any Buyer (so that such Credit Limit and Credit Availability are zero). Any shipment made by the Supplier to the Buyer on any day after the date of receipt of such notice shall be at the risk of the Supplier and IBM UK shall not be obligated to purchase the relevant Receivable.

**3.6 Payment for Purchased Receivables** IBM UK shall pay the Settlement Amount in cleared funds to the bank account of the Supplier stated in Schedule A on the Supplier Settlement Date. Payments shall be made by electronic bank transfer or as otherwise agreed between the parties.

**3.7 Currency** Transactions between the Supplier and IBM UK under this Agreement in relation to any Receivable shall be in the currency of that Receivable as set forth in the Supplier Invoice and described in Schedule A.

**3.8 Program Fees** IBM UK shall send an invoice to the Supplier for Program Fees (by the 8<sup>th</sup> day of each month) in respect of all Supplier Invoices included in Funding Reports received by IBM UK in the preceding month. Program Fees shall be calculated as a one time charge for each Supplier Invoice on the terms of Schedule A. IBM UK's invoices for Program Fees shall be payable within fifteen (15) days after receipt by the Supplier.

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#### 4.0 SUPPLIER'S RIGHTS AND OBLIGATIONS

##### 4.1 Transfer of Ownership

The Supplier shall:

- (a) upon receipt of the applicable Settlement Amount, transfer to IBM UK the ownership of all Purchased Receivables and Associated Rights purchased by IBM UK and such ownership shall be complete and unencumbered by any Lien and it shall vest in IBM UK from the date stated on the Supplier Invoice as its issue date;
- (b) give written notice (in the form specified in Schedule B) to the Buyer that IBM UK is the owner of each Purchased Receivable together with payment instructions for IBM UK (as the same may be designated by IBM UK from time to time);
- (c) execute and deliver to IBM UK such further documents including written assignments (with all stamp duties and documentary taxes endorsed thereon or paid or provided for) as IBM UK may reasonably require to exercise its rights to the absolute and unencumbered ownership of all Purchased Receivables, all Associated Rights and any remittances received in discharge thereof; and
- (d) assist IBM UK as it may in writing request by providing information and records relating to Purchased Receivables that IBM UK may reasonably require to enforce its rights to Purchased Receivables and any Associated Rights.

##### 4.2 Supplier's Representations, Warranties and Covenants.

By delivery to IBM UK of a Notification of a Receivable, the Supplier represents and warrants to IBM UK that:

- (a) the Supplier is duly organised, validly existing, and has full power and authority including any consents required by law or otherwise to enter this Agreement and to transfer ownership of the Receivable and Associated Rights to IBM UK;
- (b) to Supplier's actual knowledge upon due investigation, no disputes or judgments or decrees exist, or are outstanding, nor is there any material fact or matter known or which should reasonably have been known by the Supplier, which has not been disclosed to IBM UK, nor is there any omission of any fact or matter which could reasonably be expected to affect in any material respect or prevent the transfer of the Receivable and Associated Rights to IBM UK;
- (c) there is no Lien affecting the Products or the Receivable or Associated Rights except in favour of IBM UK;
- (d) the Products covered by any Purchased Receivable have been the subject of a bona fide order by the Buyer placed with and accepted by the Supplier and that acceptance of such order by the Supplier will be within the Buyer's Credit Availability;
- (e) the Buyer is obliged to pay the Receivable in the currency as specified in Schedule A;
- (f) the amount of the Receivable shown on the Supplier Invoice constitutes a valid, existing, enforceable and undisputed debt payable by the Buyer, against which the Supplier has not received any notice of any right of set off or counterclaim exercisable by the Buyer, except as enforceability may be limited by applicable bankruptcy, insolvency or similar laws affecting the enforcement of creditors' rights generally or by equitable principles of general applicability;
- (g) the Receivable is subject to the Supplier's Invoice Terms;
- (h) the contracts for the sale of the Products are subject to the state and/or federal laws of the United States or the laws of the United Kingdom, as applicable, and provide that any disputes may be settled before the the courts of such jurisdiction;

(i) each sale made by the Supplier pursuant to this Agreement constitutes a valid sale, transfer, and assignment of Receivables to IBM UK, enforceable against the Supplier and that this Agreement and each other document executed and delivered in connection herewith constitutes a legal, valid, and binding obligation of the Supplier, enforceable in accordance with its terms; except as enforceability may be limited by applicable bankruptcy, insolvency or similar laws affecting the enforcement of creditors' rights generally or by equitable principles of general applicability;

(j) the Supplier is in compliance with the requirements of all applicable laws, rules, regulations and orders of all governmental authorities applicable to the sale of the Products and the issue and sale of the Supplier Invoices under this Agreement, except to the extent that non-compliance would not materially adversely affect IBM UK's rights in and to the Purchased Receivables or under this Agreement;

(k) the Supplier has followed in all material respects the process specified in Schedule B;

(l) the execution and delivery of this Agreement by Supplier and the consummation of the transactions contemplated hereby or thereby by Supplier will not (i) conflict with, result in the breach of, constitute a default under or accelerate the performance required by, the terms of any order, law, regulation, to which Supplier is a party or by which Supplier is bound, (ii) violate the articles of incorporation or bylaws or other charter documents of Supplier, (iii) require any consent, approval, authorization or filing under any law, regulation, judgment, order, writ, decree, permit or license to which Supplier is a party or by which Supplier or its assets are bound, or (iv) subject to the terms of UCC Section 9-406, require the consent or approval of any other party to any material contract, instrument, agreement or commitment to which Supplier is a party or by which Supplier or its assets are bound, other than the approvals of regulatory authorities, if any, which have been obtained or will be obtained prior to the effective date of this Agreement. Supplier is not subject to any agreement or understanding with any governmental authority which would prevent the consummation by Supplier of the transactions contemplated by this Agreement; and

(m) the Supplier shall cause to be delivered to IBM GF a "true sale" legal opinion, subject to standard qualifications, limitations and exceptions, within ten (10) calendar days following the execution of this Agreement.

**4.3 Utilisation Process** The Supplier shall use the process, systems and tools described in Schedule B to offer each Receivable for sale to IBM UK and to perform its obligations under this Agreement.

**4.4 Transaction Taxes** The Supplier shall indemnify IBM UK against all stamp duties and documentary taxes in respect of any unstamped or untaxed documents delivered pursuant to this Agreement.

**4.5 Power of Attorney** To secure the payment of all Purchased Receivables the Supplier irrevocably appoints IBM UK and its officers, directors, employees and agents at any time jointly and severally to act as the attorneys-in-fact of the Supplier in their sole judgment in order to do all or any of the following (a) perfect IBM UK's title to any Purchased Receivable, Associated Rights or Returned Goods, and (b) obtain payment of and give valid discharge for any Purchased Receivable. For such purposes the attorneys may sign all documents, endorse or negotiate all cheques and other remittances, conduct, defend or compromise any legal proceedings and take all other steps which the attorney considers necessary; provided however, that the Supplier does not grant to IBM UK the right to make any compromise, settlement or release of any Non-Credit Dispute or regarding ownership of any intellectual property rights related to any Products. These powers shall continue both during and after the ending of this Agreement and during any disability on the Supplier's part until all sums due to IBM UK have been paid. The Supplier shall ratify whatever commercially reasonable actions are taken by IBM UK that are consistent with this provision and applicable law. The Supplier irrevocably appoints any assignee of IBM UK or any person to whom this Agreement may be novated to perform any of the acts set out above. IBM UK may also appoint and remove substitute attorneys for any of the above matters.

## 5.0 IBM UK's RIGHTS AND OBLIGATIONS

**5.1 Collection of Purchased Receivables** IBM UK shall have the sole discretion, whether the Buyer is in default or not, to renew and extend the time for such Buyer to pay the Purchased Receivables and to fulfill its obligations under the Buyer Agreement and to compromise, adjust, settle or release any Purchased Receivable in such manner as IBM UK, as owner of such Purchased Receivable, may deem advisable without in any manner affecting the rights of IBM UK, or the liabilities of either the Supplier, or any other party responsible to IBM UK for payment (provided that the Supplier does not grant to IBM UK the right to make any compromise, settlement or release of any Non-Credit Dispute or regarding ownership of any intellectual property rights related to any Products).

**5.2 Lodgement of Claims** IBM UK shall be at liberty to complete and lodge in the Supplier's name, proof or statement of debt or proof of claim with respect to any Purchased Receivable in any Insolvency of the Buyer and IBM UK may at any time give notice to the Buyer of its ownership of any Purchased Receivable.

**5.3 No Obligation for Sales Contract** IBM UK assumes no obligation to complete any sale contract between the Supplier and a Buyer notwithstanding the purchase of any Receivable by IBM UK.

**5.4 Termination of Buyer Agreement** IBM UK shall give written notice to the Supplier of any decision by IBM UK that future requests in relation to any Buyer for a Credit Limit will be declined by IBM UK as a result of IBM UK's decision not to purchase Receivables payable by such Buyer. This notice shall not affect any Credit Limit given before the date of the notice.

**5.5 Service Provider** The Parties agree that the Service Provider is and will be the sub-contractor solely of IBM UK and not the sub-contractor or agent or trustee of the Supplier or any Buyer. The Supplier consents to IBM UK sub-contracting to the Service Provider the exercise of rights and performance of obligations of IBM UK under this Agreement. The Service Provider shall provide the Supplier with the periodic reports stated in Schedule B. In the event that there is no Service Provider, all rights and obligations of IBM UK under or in respect of this Agreement shall respectively be exercised or performed by IBM UK and any reference to "Service Provider" in this Agreement shall be replaced with "IBM UK", which shall exercise or perform such rights and obligations for and on its own behalf in its capacity as contracting Party under this Agreement.

### 5.6 IBM UK Representations and Warranties.

- (a) IBM UK is duly organised, validly existing, and has full power and authority including any consents required by law or otherwise to enter and perform its obligations under this Agreement and the other Program Documents and to purchase the Receivables and Associated Rights from the Supplier;
- (b) This Agreement and the consummation by IBM UK of the transactions contemplated hereby and thereby have been duly and validly authorized by all necessary corporate action of IBM UK, and this Agreement has been duly executed and delivered by IBM UK, and when executed by IBM UK, this Agreement will constitute the valid and binding obligations of IBM UK, enforceable against IBM UK in accordance with its terms except as such enforceability may be limited by applicable bankruptcy, insolvency or similar laws affecting the enforcement of creditors' rights generally or by equitable principles of general applicability ; and
- (c) The execution and delivery of this Agreement by IBM UK and the consummation of the transactions contemplated hereby or thereby by IBM UK will not (i) conflict with, result in the breach of, constitute a default under or accelerate the performance required by, the terms of any order, law, regulation, contract, instrument, agreement, or commitment to which IBM UK is a party or by which IBM UK is bound, (ii) violate the articles of incorporation or bylaws or other charter documents of IBM UK, (iii) require any consent, approval, authorization or filing under any law, regulation, judgment, order, writ, decree, permit or license to which IBM UK is a party or by which IBM UK or its assets are bound, or (iv) require the consent or approval of

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any other party to any contract, instrument, agreement, or commitment to which IBM UK is a party or by which IBM UK or its assets are bound, other than the approvals of regulatory authorities, if any, which have been obtained or will be obtained prior to or on the effective date of this Agreement. IBM UK is not subject to any agreement or understanding with any governmental authority which would prevent the consummation by IBM UK of the transactions contemplated by this Agreement.

## **6.0 SUPPLIER/BUYER DEALINGS**

**6.1 Supplier's Invoice Terms** The Supplier agrees not to amend the Supplier's Invoice Terms for Products to give a period longer than that selected for the Buyer without the prior written consent of IBM UK, which consent may be contingent on changes to the Program Fees.

**6.2 Payments Received from Buyer** The Supplier shall advise IBM UK immediately of any monies received by the Supplier by way of payment or partial-payment of a Purchased Receivable. The Supplier shall (a) transfer to IBM UK without delay such monies and (b) hold such sums in trust for IBM UK until so transferred to IBM UK.

**6.3 Returned Products** The Supplier shall issue a Credit Note to the Buyer and a Notification of payment to IBM UK in respect of the value of Returned Goods which come into the Supplier's possession and shall hold the Returned Goods or their proceeds of sale in trust for IBM UK until IBM UK receives value for the Credit Note or payment.

**6.4 Credit Notes/Debit Notes** To the extent not already credited in the calculation of any Settlement Amount, the amount of any Credit Notes issued relating to a Purchased Receivable and not included in such calculation shall be applied to reduce the Settlement Amount owed by IBM UK to the Supplier on the next Supplier Settlement Date. Debit Notes that (a) re-state the original amount of a Supplier Invoice shall not be taken into any calculation under this Agreement but Debit Notes that (b) increase the amount of a Supplier Invoice shall be treated, in respect, only, of the amount of the increase, as a Supplier Invoice Notified on the date of the Debit Note, such Notification to be in the amount of the increase and to be treated as subject to the terms of this Agreement and the relevant Buyer Agreement as from the date on which the Debit Note is Notified.

**6.5 Special Terms** The Supplier may from time to time, in connection with the Supplier's promotions, special offerings or other marketing initiatives or otherwise, request IBM UK to provide terms other than those specified in Schedule A. IBM UK may, in its absolute discretion, provide such terms. Any such other terms shall be subject to agreement in writing between IBM UK and the Supplier. It is expressly understood that such other terms shall be in addition to, or in replacement of, the terms specified in Schedule A and, if in replacement of, shall not replace on a permanent basis the terms specified in Schedule A.

## **7.0 DISPUTES WITH BUYERS**

**7.1 Dispute Reporting** The Supplier shall promptly notify the Service Provider in writing of any Non-Credit Dispute or any other allegation by the Buyer relating to its liability for or the amount of any Purchased Receivable or any right of set off arising in the Buyer's favour that will or may affect the Buyer's obligations under the Buyer Agreement.

**7.2 Dispute Handing** The Supplier acknowledges that IBM UK does not have the right to conduct or remedy a Non-Credit Dispute and agrees that it will take the same approach to resolving any issue giving rise to a disputed Purchased Receivable as it would if it were for its own account (which approach shall be at least commercially reasonable) and so as to establish whether there is or is not a Non-Credit Dispute and the reason for the Purchased Receivable being disputed. The Supplier shall promptly use commercially reasonable efforts (consistent with past practices) to resolve the relevant Non-Credit Dispute issues, to keep IBM UK informed and to cooperate with IBM UK where required by IBM UK in relation to such issues.

## 8.0 SUPPLIER REPURCHASE OBLIGATIONS

**8.1 Receivables Repurchase** If a Purchased Receivable becomes a Recourse Receivable, (a) the party who makes the determination that such Purchased Receivable has become a Recourse Receivable will immediately notify the other Party in writing and specifically identify such Recourse Receivable and the event or condition which has caused it to become a Recourse Receivable; (b) IBM UK will sell such Recourse Receivable to the Supplier, without any warranty (except for title to the extent previously transferred by the Supplier to IBM UK) or recourse, at the next occurring Supplier Settlement Date; and (c) the Supplier will repurchase such Recourse Receivables on such Supplier Settlement Date by paying the Repurchase Price to IBM UK in cash. Any sums of money received by IBM UK from a Buyer and applied to a Recourse Receivable which has been repurchased by the Supplier shall be held in trust for the benefit of the Supplier and promptly transferred to the Supplier by IBM UK either in cash or, at IBM UK's option, added to the Settlement Amount payable to IBM UK on the next Supplier Settlement Date. The Supplier's obligation to pay the Repurchase Price shall be absolute and not conditional on the existence of the Recourse Receivable or any Associated Right (except to the extent the non-existence or impairment of such Recourse Receivable or Associated Rights is caused, directly or indirectly, by the action or inaction of IBM UK or its affiliates, including any Service Provider).

**8.2 Products Repurchase Option** Except as provided in Section 8.1 with respect to any Recourse Receivable, IBM UK shall provide written notice to the Supplier (each, a "Return Notice") within 15 days after IBM UK repossesses or otherwise acquires any Returned Goods. The Supplier shall have the right (but not the obligation) to repurchase such Returned Goods by providing written notice of such election within 15 days after receipt of the applicable Return Notice. The purchase price for any such Returned Goods shall be the then applicable "fair market value" of such Returned Goods (as reasonably determined by the Supplier), plus any applicable taxes, packaging and shipping charges. The return of any Returned Products shall in all other respects be in accordance with the Supplier's standard return policies (as set forth in the applicable Master Purchase Agreement or Supplier Terms and Conditions (which Supplier shall disclose to IBM UK if relevant)). Any amounts payable to IBM UK for any Returned Goods repurchased by the Supplier hereunder shall be paid in cash.

## 9.0 DURATION OF AGREEMENT

**9.1 Term** This Agreement shall take effect on the Commencement Date for a period of one year and shall continue thereafter for successive periods each of one year unless (a) terminated by either Party upon not less than thirty (30) calendar days prior written notice to the other Party, provided that such termination notice may not be effective prior to the date which is three (3) months after the Commencement Date, or (b) terminated by notice with immediate effect by either Party if (i) the other Party is subject to Insolvency; or (ii) if the other Party is in breach of any material obligation under this Agreement and fails to remedy such breach within 14 calendar days of written notice requiring it to do so; or (iii) a Change in Control occurs to the other Party.

**9.2 Termination of Related Agreements** Unless otherwise agreed in writing by the Parties, this Agreement shall terminate contemporaneously with the termination of any other agreement on substantially the same terms as this Agreement between Related Companies of the Supplier and IBM UK. ("Related Companies" being those companies that are or are controlled by IBM Corporation or Advanced Micro Devices, Inc.).

**9.3 Continuation of Rights** At IBM UK's sole discretion, upon termination, any existing Credit Limit shall automatically and without notice be withdrawn. Such termination shall not terminate either Party's liability with respect to any Receivables, Supplier Invoices, Credit Notes or Debit Notes received by IBM UK prior to the effective date of termination, regardless of the date such transactions are completed.

## 10. MISCELLANEOUS

**10.1 Confidentiality** The Parties agree that this Agreement and the other Program Documents shall be treated as subject to the Non Disclosure Agreement known as AMD NDA #17444 Supplement AMD012208 (IBM CDA v2880 supplement AMD012208) effective October 1, 2007 between Advanced Micro Devices, Inc. and IBM Credit LLC.

**10.2 Set Off** IBM UK has the right at all times to set off whatever sum IBM UK may owe to the Supplier against the payment obligations of the Supplier to IBM UK, whether by Credit Note or otherwise, arising under this Agreement, or under any other agreement between IBM UK and the Supplier, or arising in any other way.

**10.3 Force Majeure** Neither Party shall be liable to the other for any delay caused by a Force Majeure Event. If a Force Majeure Event occurs the Party affected shall not be obliged to perform or require a third party to perform any obligation under this Agreement affected by such Force Majeure Event whilst it continues to prevent performance. A "Force Majeure Event" means any event preventing a bank and/or clearing system from making payments including but not limited to an act of god, war, unavailability of any clearing or payment system, intermediary bank or other entity, sabotage, fire, flood, explosion, civil commotion, strikes, lockouts or industrial action of any kind, riots, insurrection or acts of government or similar institutions.

**10.4 Payment Gross Up** Any payment due from the Supplier to IBM UK shall be made such that the full amount due is received by IBM UK irrespective of any withholding which the Supplier is compelled by law or required by any governmental authority to make on account of any taxation liability. Any payment due from IBM UK to the Supplier shall be made such that the full amount due is received by the Supplier irrespective of any withholding which IBM UK is compelled by law or required by any governmental authority to make on account of any taxation liability. IBM UK shall provide Supplier, and Supplier shall provide IBM UK, as applicable, with any form, certificate or other documentation required to establish its eligibility for the benefits of any applicable income tax treaty or to establish its entitlement to a reduction or an exemption from withholding.

**10.5 Limitation of Liability** Neither the Supplier nor IBM UK shall have any liability for any special, indirect or consequential loss or damage suffered by the other or any claims in any manner related thereto.

**10.6 Assignment** IBM UK may assign the benefit of this Agreement in whole or in part. The Supplier consents to IBM UK novating to any other person all or any of its obligations, rights, benefits and remedies under this Agreement. Following such assignment or novation this Agreement (or any part) shall bind and continue to the benefit of the successors and assigns of IBM UK. The Supplier may not assign or charge its rights and benefits under this Agreement or subcontract any of its obligations without the prior written consent of IBM UK.

**10.7 Complete Agreement** This Agreement and the other Program Documents constitute the entire agreement between IBM UK and the Supplier with respect to the subject matter hereof, and any prior written or oral statements relating thereto are not to be considered part of this Agreement or any Program Document. Any modification to this Agreement shall be in writing and signed by the Parties.

**10.8 Waiver** No delay or omission on the part of IBM UK in the exercise of any right or remedy shall impair such right or remedy or shall operate as a waiver thereof.

**10.9 Partial Invalidity** If any provision of this Agreement shall be held to be invalid, illegal or unenforceable under any applicable statute or rule of law, the validity, legality and enforceability of the remaining provisions shall not in any way be affected.

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**10.10 Notices/Electronic Communications** Any notice given under this Agreement shall be in writing, and shall be delivered by facsimile transmission or registered mail, postage prepaid, and addressed as set out in Schedule A. For all other correspondence either Party may communicate with the other by electronic means and such communication is acceptable as a signed writing. An identification code (called a “user ID”) contained in an electronic document is agreed to be sufficient to verify the sender’s identity and the document’s authenticity for all purposes. The Service Provider shall be the day to day and primary channel for communication between the Parties and such communication shall be primarily on an electronic basis on terms to be established and maintained current by the Parties and the Service Provider.

**10.11 Counterparts** This Agreement may be executed in counterparts which taken together shall constitute the Agreement.

**10.12 Submission and Consent to Jurisdiction and Choice of Law** Each Party hereby irrevocably and unconditionally submits itself and its property in any legal action or proceeding relating to this Agreement and or for the recognition and enforcement of any judgment in respect thereof, to the non-exclusive general jurisdiction of the courts of the State of New York and any federal district court in New York. Each Party consents that any such action or proceeding may be brought in such courts and waives any objection that it may now or hereinafter have to the venue of any such action or proceeding in any such court or that such action or proceeding was brought in an inconvenient court and agrees not to plead or claim the same. Each Party agrees that service of process in any such action or proceeding may be effected by mailing a copy thereof by registered or certified mail (or any substantially similar form of mail), postage prepaid, to it at its address set forth in Schedule A. Each Party agrees that nothing herein shall affect the right to effect service of process in any other manner permitted by law or shall limit the right to sue in any other jurisdiction. Each Party agrees that the validity, interpretation and enforcement of this Agreement and any other of the Program Documents shall be governed by the laws (without giving effect to conflict of law provisions) of the State of New York.

**10.13 Waiver of Jury Trial** The Parties waive, to the maximum extent permitted by applicable law, all right to trial by jury in any action, suit or proceeding brought to resolve any dispute, whether in contract, tort, or otherwise arising out of, connected with, related to, or incidental to, this Agreement and any other of the Program Documents.

*[Remainder of page intentionally left blank.]*

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This Agreement is entered into effective as of the date first set forth above.

AMD International Sales & Service, Ltd.

Signed: /s/ Faina Medzonsky  
Name: Faina Medzonsky  
Title: Secretary  
Date: March 26, 2008

IBM United Kingdom Financial Services, Ltd.

Signed: /s/ A.D. Charples  
Name: A.D. Charples  
Title: Director  
Date: March 19, 2008

**Certification of Chief Executive Officer**  
**Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002**

I, Derrick R. Meyer, certify that:

1. I have reviewed this quarterly report on Form 10-Q of Advanced Micro Devices, Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the company as of, and for, the periods presented in this report;
4. The company's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the company and have:
  - a) designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the company, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
  - b) designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
  - c) evaluated the effectiveness of the company's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
  - d) disclosed in this report any change in the company's internal control over financial reporting that occurred during the company's most recent fiscal quarter (the company's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the company's internal control over financial reporting; and
5. The company's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the company's auditors and the audit committee of the company's board of directors (or persons performing the equivalent functions):
  - a) all significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the company's ability to record, process, summarize and report financial information; and
  - b) any fraud, whether or not material, that involves management or other employees who have a significant role in the company's internal control over financial reporting.

Date: August 6, 2008

/s/ Derrick R. Meyer  
\_\_\_\_\_  
**Derrick R. Meyer**  
**President and**  
**Chief Executive Officer**

**Certification of Chief Financial Officer  
Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002**

I, Robert J. Rivet, certify that:

1. I have reviewed this quarterly report on Form 10-Q of Advanced Micro Devices, Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the company as of, and for, the periods presented in this report;
4. The company's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the company and have:
  - a) designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the company, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
  - b) designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
  - c) evaluated the effectiveness of the company's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
  - d) disclosed in this report any change in the company's internal control over financial reporting that occurred during the company's most recent fiscal quarter (the company's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the company's internal control over financial reporting; and
5. The company's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the company's auditors and the audit committee of the company's board of directors (or persons performing the equivalent functions):
  - a) all significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the company's ability to record, process, summarize and report financial information; and
  - b) any fraud, whether or not material, that involves management or other employees who have a significant role in the company's internal control over financial reporting.

Date: August 6, 2008

/s/ Robert J. Rivet  
\_\_\_\_\_  
Robert J. Rivet  
Executive Vice President,  
Chief Financial Officer

**Certification of Chief Executive Officer Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002**

Pursuant to 18 U.S.C. § 1350, as created by Section 906 of the Sarbanes-Oxley Act of 2002, the undersigned officer of Advanced Micro Devices, Inc. (the "Company") hereby certifies, to such officer's knowledge, that:

- (i) the Quarterly Report on Form 10-Q of the Company for the quarterly period ended June 28, 2008 (the "Report") fully complies with the requirements of Section 13(a) or Section 15(d), as applicable, of the Securities Exchange Act of 1934, as amended; and
- (ii) the information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: August 6, 2008

*/s/ Derrick R. Meyer*

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**Derrick R. Meyer**  
**President and**  
**Chief Executive Officer**

**Certification of Chief Financial Officer Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002**

Pursuant to 18 U.S.C. § 1350, as created by Section 906 of the Sarbanes-Oxley Act of 2002, the undersigned officer of Advanced Micro Devices, Inc. (the "Company") hereby certifies, to such officer's knowledge, that:

- (i) the Quarterly Report on Form 10-Q of the Company for the quarterly period ended June 28, 2008 (the "Report") fully complies with the requirements of Section 13(a) or Section 15(d), as applicable, of the Securities Exchange Act of 1934, as amended; and
- (ii) the information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: August 6, 2008

/s/ Robert J. Rivet

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Robert J. Rivet  
Executive Vice President,  
Chief Financial Officer