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

SCHEDULE 13D

Under the Securities Exchange Act of 1934
(Amendment No. 7)*

Advanced Micro Devices, Inc.

(Name of Issuer)

Common Stock, par value \$0.01 per share

(Title of Class of Securities)

007903107

(CUSIP Number)

Mubadala Development Company PJSC

Attention: Andre C. Namphy
P.O. Box 45005
Abu Dhabi
United Arab Emirates
+971 2 413 0000

Copies to:

Michael S. Dorf, Esq.
Shearman & Sterling LLP
535 Mission Street, 25th Floor
San Francisco, CA 94105
(415) 616-1100

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

March 3, 2017

(Date of Event Which Requires Filing of this Statement)

If the filing person has previously filed a statement on Schedule 13G to report the acquisition that is the subject of this Schedule 13D, and is filing this schedule because of §§240.13d-1(e), 240.13d-1(f) or 240.13d-1(g), check the following box .

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

* The remainder of this cover page shall be filled out for a reporting person's initial filing on this form with respect to the subject class of securities, and for any subsequent amendment containing information which would alter disclosures provided in a prior cover page.

The information required on the remainder of this cover page shall not be deemed to be "filed" for the purpose of Section 18 of the Securities Exchange Act of 1934 ("Act") or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, see the Notes).

SCHEDULE 13D

CUSIP No. 007903107

1	NAME OF REPORTING PERSONS I.R.S. IDENTIFICATION NOS. OF ABOVE PERSONS (ENTITIES ONLY) Mubadala Development Company PJSC	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (See Instructions) (a) <input type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS (See Instructions) Not applicable.	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) or 2(e) <input type="checkbox"/> Not applicable.	
6	CITIZENSHIP OR PLACE OF ORGANIZATION The Emirate of Abu Dhabi, United Arab Emirates	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER Not applicable.
	8	SHARED VOTING POWER 146,906,166
	9	SOLE DISPOSITIVE POWER Not applicable.
	10	SHARED DISPOSITIVE POWER 146,906,166
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 146,906,166	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (See Instructions) <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 14.8% ¹	
14	TYPE OF REPORTING PERSON (See Instructions) CO	

¹ The calculation of the percentage of the class owned by the Reporting Persons is based on 990,758,118 shares of common stock of the issuer deemed to be outstanding pursuant to Rule 13d-3(d)(1), using the number of shares outstanding as of February 10, 2017, as reported in the issuer's most recent Annual Report on Form 10-K, filed on February 21, 2017, which was 940,758,118 shares, plus the warrants to purchase 75,000,000 shares of common stock issued to the Reporting Persons on August 30, 2016, which warrants are exercisable with respect to 50,000,000 shares within 60 days of this Amendment No. 7. Exercise of such warrants is not permitted if doing so would cause the Reporting Person, together with its affiliates, to own more than 19.9% of the outstanding common stock of the issuer at any one time.

SCHEDULE 13D

CUSIP No. 007903107

1	NAME OF REPORTING PERSONS I.R.S. IDENTIFICATION NOS. OF ABOVE PERSONS (ENTITIES ONLY) West Coast Hitech L.P.	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (See Instructions) (a) <input type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS (See Instructions) Not applicable.	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) or 2(e) <input type="checkbox"/> Not applicable.	
6	CITIZENSHIP OR PLACE OF ORGANIZATION Cayman Islands	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER Not applicable.
	8	SHARED VOTING POWER 146,906,166
	9	SOLE DISPOSITIVE POWER Not applicable.
	10	SHARED DISPOSITIVE POWER 146,906,166
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 146,906,166	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (See Instructions) <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 14.8% ¹	
14	TYPE OF REPORTING PERSON (See Instructions) PN	

¹ The calculation of the percentage of the class owned by the Reporting Persons is based on 990,758,118 shares of common stock of the issuer deemed to be outstanding pursuant to Rule 13d-3(d)(1), using the number of shares outstanding as of February 10, 2017, as reported in the issuer's most recent Annual Report on Form 10-K, filed on February 21, 2017, which was 940,758,118 shares, plus the warrants to purchase 75,000,000 shares of common stock issued to the Reporting Persons on August 30, 2016, which warrants are exercisable with respect to 50,000,000 shares within 60 days of this Amendment No. 7. Exercise of such warrants is not permitted if doing so would cause the Reporting Person, together with its affiliates, to own more than 19.9% of the outstanding common stock of the issuer at any one time.

SCHEDULE 13D

CUSIP No. 007903107

1	NAME OF REPORTING PERSONS I.R.S. IDENTIFICATION NOS. OF ABOVE PERSONS (ENTITIES ONLY) West Coast Hitech G.P., Ltd.	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (See Instructions) (a) <input type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS (See Instructions) Not applicable.	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) or 2(e) <input type="checkbox"/> Not applicable.	
6	CITIZENSHIP OR PLACE OF ORGANIZATION Cayman Islands	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER Not applicable.
	8	SHARED VOTING POWER 146,906,166
	9	SOLE DISPOSITIVE POWER Not applicable.
	10	SHARED DISPOSITIVE POWER 146,906,166
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 146,906,166	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (See Instructions) <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 14.8% ¹	
14	TYPE OF REPORTING PERSON (See Instructions) CO	

¹ The calculation of the percentage of the class owned by the Reporting Person is based on 990,758,118 shares of common stock of the issuer deemed to be outstanding pursuant to Rule 13d-3(d)(1), using the number of shares outstanding as of February 10, 2017, as reported in the issuer's most recent Annual Report on Form 10-K, filed on February 21, 2017, which was 940,758,118 shares, plus the warrants to purchase 75,000,000 shares of common stock issued to the Reporting Persons on August 30, 2016, which warrants are exercisable with respect to 50,000,000 shares within 60 days of this Amendment No. 7. Exercise of such warrants is not permitted if doing so would cause the Reporting Person, together with its affiliates, to own more than 19.9% of the outstanding common stock of the issuer at any one time.

This Amendment No. 7 amends and supplements the Statement on Schedule 13D originally filed by the Reporting Persons with the Securities and Exchange Commission (the "SEC") on October 16, 2008, as amended prior to the date hereof (the "Original Report"), with respect to the Common Stock, par value \$0.01 per share (the "Common Stock"), of Advanced Micro Devices, Inc. (the "Issuer", or "AMD"), with its principal executive offices located at One AMD Place, Sunnyvale, CA 94088-3453. Unless otherwise indicated, each capitalized term used but not defined herein shall have the meaning assigned to such term in the Original Report. The Original Report, as amended by this Amendment No. 7, is hereinafter referred to as the "Schedule 13D."

The purpose of this Amendment No. 7 is to update Item 4 to reflect the disposition of shares of Common Stock.

Item 4. Purpose of Transaction.

The response set forth in Item 4 of the Original Report is hereby amended to add the following immediately after the final paragraph of such response:

On March 3, 2017, the Reporting Persons sold an aggregate of 45,000,000 shares of Common Stock (the "Block Trade Shares") to Goldman Sachs & Co. ("Buyer") at a price of \$13.63 per share, for a total purchase price of \$613,350,000, in a block trade transaction pursuant to an exemption from the registration requirements of the Securities Act of 1933.

In connection with such sale, Holder and Buyer entered into a Lock Up Agreement, dated March 2, 2017 (the "Lock Up Agreement"), pursuant to which Holder agreed that it will not, subject to certain exceptions, for a period of sixty (60) days after the date of the Lock Up Agreement, without the prior written consent of Buyer, offer, sell, contract to sell, pledge, grant any option to purchase, make any short sale or otherwise dispose of, contract to dispose of, or enter into any transaction having the economic consequences of a disposition, (i) Common Stock of the Issuer or (ii) any securities convertible into or exercisable or exchangeable for such Common Stock, or publicly announce an intention to effect any such transaction. The foregoing description of the Lock Up Agreement is not complete and is qualified in its entirety by the Lock Up Agreement, a copy of which is attached hereto as Exhibit 99.9 and incorporated herein by reference.

In connection with such sale, Holder and Buyer also entered into a Side Letter Agreement, dated March 2, 2017 (the "Side Letter"), pursuant to which Buyer agreed that it would not resell the Block Trade Shares in a manner inconsistent with the provisos to Section 9.06 of the Agreement, as amended by Agreement Amendment No. 2. The foregoing description of the Side Letter is not complete and is qualified in its entirety by the Side Letter, a copy of which is attached hereto as Exhibit 99.10 and incorporated herein by reference.

Item 7. Materials to be Filed as Exhibits.

Exhibit No.	Description of Exhibit
99.1	Power of Attorney, dated March 1, 2017, relating to Mubadala Development Company PJSC.
99.2	Power of Attorney, dated March 1, 2017, relating to West Coast Hitech G.P., Ltd.
99.3	Agreement of Joint Filing (incorporated by reference from Exhibit 99.3 to the Schedule 13D filed by the Reporting Persons on October 16, 2008).
99.4	Master Transaction Agreement by and among Advanced Micro Devices, Inc., Advanced Technology Investment Company LLC and West Coast Hitech L.P. (incorporated by reference from Exhibit 10.1 to AMD's Current Report on Form 8-K, filed on October 16, 2008).
99.5	Amendment to Master Transaction Agreement by and among Advanced Micro Devices, Inc., Advanced Technology Investment Company LLC and West Coast Hitech L.P. (incorporated by reference from Exhibit 10.1 to AMD's Current Report on Form 8-K, filed on December 5, 2008).
99.6	Warrant to Purchase 35,000,000 Shares of Common Stock of Advanced Micro Devices, Inc. (incorporated by reference from Exhibit 4.1 to AMD's Registration Statement on Form S-3, filed on March 2, 2009).
99.7	Amendment No. 2 to Master Transaction Agreement, among Advanced Micro Devices, Inc., Mubadala Technology Investments LLC, and West Coast Hitech L.P., dated August 30, 2016 (incorporated by reference from Exhibit 99.7 to Amendment No. 6 to the Schedule 13D filed by the Reporting Persons on September 2, 2016).
99.8	Warrant to Purchase 75,000,000 Shares of Common Stock of Advanced Micro Devices, Inc. (incorporated by reference from Exhibit 10.1 to AMD's Current Report on Form 8-K, filed on August 31, 2016).
99.9	Lock Up Agreement, dated March 2, 2017, by and between West Coast Hitech L.P. and Goldman Sachs & Co.
99.10	Side Letter Agreement, dated March 2, 2017, by and between West Coast Hitech L.P. and Goldman Sachs & Co.

SIGNATURE

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

Dated: March 6, 2017

MUBADALA DEVELOPMENT COMPANY PJSC

By: /s/ Andre C. Namphy

Name: Andre C. Namphy

Title: Authorized Signatory

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

By: /s/ Andre C. Namphy

Name: Andre C. Namphy

Title: Authorized Signatory

WEST COAST HITECH G.P., LTD.

By: /s/ Andre C. Namphy

Name: Andre C. Namphy

Title: Authorized Signatory

EXHIBIT INDEX

Exhibit No.	Description of Exhibit
99.1	Power of Attorney, dated March 1, 2017, relating to Mubadala Development Company PJSC.
99.2	Power of Attorney, dated March 1, 2017, relating to West Coast Hitech G.P., Ltd.
99.3	Agreement of Joint Filing (incorporated by reference from Exhibit 99.3 to the Schedule 13D filed by the Reporting Persons on October 16, 2008).
99.4	Master Transaction Agreement by and among Advanced Micro Devices, Inc., Advanced Technology Investment Company LLC and West Coast Hitech L.P. (incorporated by reference from Exhibit 10.1 to AMD's Current Report on Form 8-K, filed on October 16, 2008).
99.5	Amendment to Master Transaction Agreement by and among Advanced Micro Devices, Inc., Advanced Technology Investment Company LLC and West Coast Hitech L.P. (incorporated by reference from Exhibit 10.1 to AMD's Current Report on Form 8-K, filed on December 5, 2008).
99.6	Warrant to Purchase 35,000,000 Shares of Common Stock of Advanced Micro Devices, Inc. (incorporated by reference from Exhibit 4.1 to AMD's Registration Statement on Form S-3, filed on March 2, 2009).
99.7	Amendment No. 2 to Master Transaction Agreement, among Advanced Micro Devices, Inc., Mubadala Technology Investments LLC, and West Coast Hitech L.P., dated August 30, 2016 (incorporated by reference from Exhibit 99.7 to Amendment No. 6 to the Schedule 13D filed by the Reporting Persons on September 2, 2016).
99.8	Warrant to Purchase 75,000,000 Shares of Common Stock of Advanced Micro Devices, Inc. (incorporated by reference from Exhibit 10.1 to AMD's Current Report on Form 8-K, filed on August 31, 2016).
99.9	Lock Up Agreement, dated March 2, 2017 by and between West Coast Hitech L.P. and Goldman Sachs & Co.
99.10	Side Letter Agreement, dated March 2, 2017, by and between West Coast Hitech L.P. and Goldman Sachs & Co.

POWER OF ATTORNEY

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

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

IN WITNESS WHEREOF, the undersigned has duly subscribed these presents as of March 1, 2017.

MUBADALA DEVELOPMENT COMPANY PJSC

By: */s/ Samer Halawa*
Name: *Samer Halawa*
Title: *Authorised Representative*

POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS that WEST COAST HITECH G.P., LTD. (the "Company") does hereby make, constitute and appoint Elham Abdulghafoor Mohammed Rafi Alqasim and Andre Christophe Namphy, each acting individually, its true and lawful attorney, to execute and deliver in its name and on its behalf whether the Company is acting individually or as representative of others, any and all filings required to be made by the Company under the Securities Exchange Act of 1934, (as amended, the "Act"), with respect to securities which may be deemed to be beneficially owned by the Company under the Act, giving and granting unto each said attorney-in-fact power and authority to act in the premises as fully and to all intents and purposes as the Company might or could do if personally present by one of its authorized signatories, hereby ratifying and confirming all that said attorney-in-fact shall lawfully do or cause to be done by virtue hereof.

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

IN WITNESS WHEREOF, the undersigned has duly subscribed these presents as of March 1, 2017.

WEST COAST HITECH G.P., LTD.

By: */s/ Yogesh Bhansali*
Name: *Yogesh Bhansali*
Title: *Director*

LOCK-UP AGREEMENT

March 2, 2017

GOLDMAN SACHS & CO.
200 West Street
New York, NY
10282 USA

Ladies and Gentlemen:

This letter is being delivered to you in connection with the sale by West Coast Hitech L.P., an exempted limited partnership organized under the laws of the Cayman Islands (the "Seller") acting through its general partner, West Coast Hitech G.P., Ltd., a corporation organized under the laws of the Cayman Islands, and the purchase by you, Goldman Sachs & Co. (the "Purchaser" and such purchase and sale, the "Transaction"), of common stock, par value \$0.01 per share (the "Common Stock"), of Advanced Micro Devices, Inc. (the "Company") in reliance on Rule 144 under the Securities Act of 1933, as amended.

Seller agrees that it will not, for a period of sixty (60) days after the date of this Agreement, without the prior written consent of the Purchaser, offer, sell, contract to sell, pledge, grant any option to purchase, make any short sale or otherwise dispose of, contract to dispose of, or enter into any transaction having the economic consequences of a disposition, of (i) Common Stock of the Company or (ii) any securities convertible into or exercisable or exchangeable for such Common Stock, or publicly announce an intention to effect any such transaction; provided that the foregoing shall not apply (1) to any shares of Common Stock offered, sold or otherwise disposed of pursuant to a written plan for trading securities in effect on the date hereof, which was established pursuant to and in accordance with Rule 10b5-1(c) under the Exchange Act, (2) to any shares of Common Stock offered, sold or otherwise disposed of pursuant to a registered underwritten offering, or (3) to any shares of Common Stock offered, sold or otherwise disposed of in connection with purchase by a third party of not less than ninety percent (90%) of the outstanding Common Stock of the Company; provided further that the undersigned may make gifts or transfers of shares of Common Stock to, or for the benefit of, family members, charitable institutions, and trusts, limited partnerships or other entities created for estate planning purposes, the principal beneficiaries of which are family members or charitable institutions, subject to the condition that any such family member or charitable institution or other holder shall execute an agreement stating that such transferee is receiving and holding the Common Stock subject to the provisions of this agreement.

The foregoing restriction in the preceding paragraph is expressly agreed to preclude the undersigned from engaging in any hedging or other transaction which is designed to or which reasonably could be expected to lead to or result in a sale or disposition of any Common Stock referred to in the preceding paragraph even if such Common Stock would be disposed of by someone other than the undersigned. Such prohibited hedging or other transactions would include without limitation any short sale or any purchase, sale or grant of any right (including without limitation any put or call option) with respect to any Common Stock referred to in the preceding paragraph or with respect to any security that includes, relates to, or derives any significant part of its value from such Common Stock.

If for any reason the Seller informs Purchaser that it no longer intends to consummate the Transaction, the agreement set forth above shall be automatically terminated.

Yours very truly,

WEST COAST HITECH L.P.

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

By: /s/ Elham Al Qasim

Name: Elham Al Qasim

Title: Director

ACKNOWLEDGED AND ACCEPTED,

Goldman Sachs & Co.

By: /s/ Bennett Schachter

Name: Bennett Schachter

Title: Managing Director

SIDE LETTER AGREEMENT

SIDE LETTER AGREEMENT (this "Agreement"), dated as of March 2, 2017 by and between West Coast Hitech L.P., an exempted limited partnership organized under the laws of the Cayman Islands (the "Seller") acting through its general partner, West Coast Hitech G.P., Ltd., a corporation organized under the laws of the Cayman Islands, and Goldman Sachs & Co. (the "Buyer").

RECITALS

WHEREAS, the Seller wishes to sell, and the Buyer wishes to buy, **forty-five million (45,000,000)** shares of common stock, par value \$0.01 per share (the "Issuer Shares"), of Advanced Micro Devices, Inc. (the "Issuer," and the purchase and sale of the Issuer Shares, the "Transaction");

WHEREAS, the Seller is subject to an agreement entered into with the Issuer, pursuant to which certain restrictions on the resale of Issuer Shares held by it are imposed, namely (i) a restriction on resales of Issuer Shares in excess of 40,569,706 Issuer Shares (the "Volume Limit") in the aggregate to any one party and its affiliates and (ii) a restriction on the resale of Issuer Shares to NVidia Corporation and Intel Corporation (the "Excluded Parties");

NOW THEREFORE in consideration of the foregoing and the mutual covenants and agreements hereof, intending to be legally bound hereby, the parties agree as follows:

AGREEMENT

1. The Buyer shall not resell the Issuer Shares purchased from the Seller to any one party and its affiliates in an aggregate amount exceeding the Volume Limit.
2. The Buyer shall not resell the Issuer Shares purchased from the Seller to the Excluded Parties.
3. This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without regard to the conflicts of laws principles thereof.

IN WITNESS WHEREOF, the parties have caused this Side Letter to be executed as of the date first written above by their respective officers thereunto duly authorized.

SELLER:

WEST COAST HITECH L.P.

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

By: /s/ Elham Al Qasim

Name: Elham Al Qasim

Title: Director

BUYER:

Goldman Sachs & Co.

By: /s/ Bennett Schachter

Name: Bennett Schachter

Title: Managing Director