
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

Form 8-K/A

CURRENT REPORT

Pursuant to Section 13 or 15(d)
of the Securities Exchange Act of 1934

June 9, 2006
Date of Report (Date of earliest event reported)

ADVANCED DIGITAL INFORMATION CORPORATION

(Exact name of registrant as specified in its charter)

Washington
(State or other jurisdiction
of incorporation)

0-21103
(Commission File No.)

91-1618616
(IRS Employer
Identification No.)

11431 Willows Road NE, PO Box 97057, Redmond, WA
(Address of Principal Executive Offices)

98073-9757
(Zip Code)

(425) 881-8004
(Registrant's Telephone Number, Including Area Code)

(Former Name or Former Address, if Changed Since Last Report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
 - Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
 - Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
 - Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
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Item 1.01 Entry into a Material Definitive Agreement

On June 6, 2006, Advanced Digital Information Corporation (the "Company") entered into an Amendment Agreement (the "Amendment") amending the Implementation Agreement by and among the Company, Rocksoft Limited ("Rocksoft"), Neil James Johnson and Ross Neil Williams dated March 14, 2006 (the "Agreement"). The entry into the Agreement was reported on Form 8-K previously filed on March 15, 2006 which is incorporated by reference. The Amendment sets forth amended terms for satisfying the Company's obligation to establish a retention pool for certain employees of Rocksoft if and when the Company's proposed merger with Quantum Corporation ("Quantum") closes. The Company's proposed merger with Quantum was announced on May 2, 2006 and reported by the Company on Form 8-K filed on May 5, 2006.

Item 9.01 Financial Statements and Exhibits

<u>Exhibit No.</u>	<u>Description</u>
2.1	Amendment Agreement by and among Rocksoft Limited, Advanced Digital Information Corporation, Ross Neil Williams and Neil James Johnson dated June 6, 2006 to amend Implementation Agreement dated March 14, 2006.

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, as amended, the registrant has duly caused this report to be signed on its behalf by the undersigned, hereunto duly authorized.

Date: June 12, 2006

Advanced Digital Information Corporation

By: /s/ Yukio Morikubo
Yukio Morikubo
General Counsel & Corporate Secretary

Amendment Agreement

Rocksoft Limited

Advanced Digital Information Corp

Ross Neil Williams

and

Neil James Johnson

to amend the Implementation Agreement

Allens Arthur Robinson

Deutsche Bank Place

Corner Hunter and Phillip Streets

Sydney NSW 2000

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Date

Year

Parties

1. **Rocksoft Limited** (ABN 47 008 280 153) c/ of Kelly & Co Lawyers Level 17, 91 King William Street, Adelaide, South Australia 5000 (**Rocksoft**)
2. **Advanced Digital Information Corp**, a company incorporated in the United States of America of 11431 Willows Road N.E. Redmond, Washington 98052 (**ADIC**)
3. **Ross Neil Williams** of 3/305 North Terrace, Adelaide, South Australia 5000 (**Williams**)
4. **Neil James Johnson** of 3 Lois Avenue, Torrens Park, South Australia 5062 (**Johnson**)

Recitals

- A Rocksoft, ADIC, Johnson and Williams are parties to an Implementation Agreement dated 14 March 2006 (the **Implementation Agreement**) which records the terms upon which Rocksoft has agreed propose a merger between Rocksoft and ADIC by means of a scheme of arrangement.
- B On 2 May 2006, ADIC and Quantum Corporation, a company listed on the New York Stock Exchange in the United States of America (**Quantum**), entered into a merger agreement and plan of merger under which Quantum is to acquire ADIC. If the merger is successful, ADIC will become a wholly owned subsidiary of Quantum, which will have an impact on the retention pool arrangements agreed in the Implementation Agreement.
- C The parties wish to amend the Implementation Agreement to vary the retention pool arrangements set out in the Implementation Agreement, in the manner set out in this Agreement.

It is agreed as follows.

1. Definitions and Interpretation

- (a) Words which are defined in the Implementation Agreement and which are used in this Agreement have the same meaning in this Agreement as in the Implementation Agreement, unless the context requires otherwise.
- (b) The provisions of clause 1.2 of the Implementation Agreement form part of this Agreement as if set out at length in this Agreement.

2. Amendments

The Implementation Agreement is amended by adding the following to Addendum D to the Implementation Agreement.

“Notwithstanding anything else contained in this agreement, the parties agree that:

- to the extent that the Scheme has become effective prior to the closing of the merger between ADIC and Quantum, ADIC will procure that each share of common stock or equivalent equity interest of ADIC used to fund the retention pool will be converted into a number of shares of common stock or equivalent equity interest in Quantum equal to (i) US\$12.25 divided by (ii) the average of the closing prices for a share of Quantum common stock on the New York Stock Exchange for the ten trading days ended one trading day immediately prior to the date of the closing of the merger between ADIC and Quantum (rounded down to the nearest whole share);
- to the extent that the Scheme becomes effective after the closing of the merger between ADIC and Quantum, ADIC will procure that the retention pool is funded with US\$2,000,000, with such funded amount being in the form of shares of Quantum common stock at the market price for Quantum common stock existing at the time the Scheme becomes effective (the **Market Price**); provided, however, that (i) in no event shall more than 666,667 shares of Quantum common stock be required to be placed in the retention pool (the **Maximum Quantum Share Amount**), (ii) in no event shall more than US\$2,000,000 in Quantum common stock at the Market Price be required to be placed in the retention pool, (iii) to the extent that the value of the Maximum Quantum Share Amount, when determined at the Market Price, is less than US\$2,000,000, then an additional amount of cash will be contributed to the retention pool such that the value of the Maximum Quantum Share Amount plus such additional cash amount equals an aggregate value of US\$2,000,000 and (iv) no fractional shares of Quantum common stock shall be issued, and any amount that would have otherwise been funded by issuance of a fractional share shall be funded with the cash value of such fractional share (based on the Market Price); and
- neither Quantum nor ADIC are obliged to issue shares in connection with the retention pool if that issue would require a disclosure document under Chapter 6D of the Corporations Act or would otherwise breach Australian securities laws. If stock cannot be issued to any employee otherwise eligible to receive stock in connection with the retention pool without breach of Australian securities laws or issue of a disclosure document, ADIC will make, or will procure the making of, an equivalent cash payment to such employee based on the closing price of ADIC or Quantum shares, as the case may be, multiplied by the number of such shares otherwise issuable to such employee and the AUD/USD exchange rate on the third anniversary of the Implementation Date.

For the purposes of this Addendum D, **Quantum** means Quantum Corporation, a company listed on the New York Stock Exchange in the United States of America.”

3. Effective Date

This Agreement takes effect, and the parties agree to continue to be bound by the Implementation Agreement as amended by this Agreement, from the date of this Agreement.

4. Remaining Provisions Unaffected

Except as specifically amended by this Agreement, all terms and conditions of the Implementation Agreement remain in full force and effect. With effect from the Effective Date (as defined in clause 3), the Implementation Agreement as amended by this Agreement is to be read as a single integrated document incorporating the amendments effected by this Agreement.

5. Governing Law and Jurisdiction

This Agreement is governed by the laws of South Australia. Each party submits to the non-exclusive jurisdiction of courts exercising jurisdiction there in connection with matters concerning this Agreement.

6. Counterparts

This Agreement may be executed in any number of counterparts. All counterparts together will be taken to constitute one instrument.

Executed in accordance with s127 of the Corporations Act by **Rocksoft Limited**:

Director Signature

Director/Secretary Signature

Print Name

Print Name

Amendment Agreement

Executed in by **Advanced Digital Information Corp** in accordance with its Constitution by:

Signature

Print Name

Print Position

Signed by **Ross Neil Williams** in the presence of:

Witness Signature

Print Name

Signed by **Neil James Johnson** in the presence of:

Witness Signature

Print Name

Signature

Signature