

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

Amendment No. 1
to
SCHEDULE TO

(Rule 14d-100)
TENDER OFFER STATEMENT UNDER SECTION 14(d)(1) OR 13(e)(1)
OF THE SECURITIES EXCHANGE ACT OF 1934

QUANTUM CORPORATION

(Name of Subject Company (Issuer))

QUANTUM CORPORATION (Issuer)

(Name of Filing Person (Identifying Status as Offeror, Issuer or Other Person))

4.375% Convertible Subordinated Notes Due 2010
(Title of Class of Securities)

747906 AD 7
747906 AE 5
(CUSIP Numbers of Class of Securities)

Shawn Hall
Vice President, General Counsel and Secretary
1650 Technology Drive, Suite 800
San Jose, California 95110
(408) 944-4000

(Name, address and telephone numbers of person authorized to receive notices
and communications on behalf of Filing Persons)

Copy to:
Greg Rodgers, Esq.
Latham & Watkins LLP
885 Third Avenue
New York, New York 10022
Phone: (212) 906-1200
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CALCULATION OF FILING FEE

Transaction Valuation*	Amount of Filing Fee**
\$99,400,000.00	\$5,546.52

* Determined pursuant to Rule 0-11(b)(1) of the Securities Exchange Act of 1934. Based upon the maximum amount of cash that might be paid for the 4.375% Convertible Subordinated Notes Due 2010 (the "Notes") assuming that \$142,000,000 aggregate principal amount of outstanding Notes are purchased at a price of \$700 per \$1,000 principal amount.

** The amount of the filing fee equals \$55.80 per \$1,000,000 of the value of the transaction.

Check the box if any part of the filing fee is offset as provided by Rule 0-11(a)(2) and identify the filing with which the offsetting fee was previously paid. Identify the previous filing by registration statement number, or the Form or Schedule and the date of its filing.

Amount Previously Paid: \$5,546.52 Filing Party: Quantum Corporation
Form or Registration No.: Schedule TO-I Date Filed: March 27, 2009

Check the box if the filing relates solely to preliminary communications made before the commencement of a tender offer.

Check the appropriate boxes below to designate any transaction to which the statement relates:

- third-party tender offer subject to Rule 14d-1.
 issuer tender offer subject to Rule 13e-4.
 going-private transaction subject to Rule 13e-3.
 amendment to Schedule 13D under Rule 13d-2.

Check the following box if the filing is a final amendment reporting the results of the tender offer:

INTRODUCTORY STATEMENT

This Amendment No. 1 (“Amendment No. 1”) amends and supplements the Tender Offer Statement on Schedule TO originally filed with the United States Securities and Exchange Commission on March 27, 2009 by Quantum Corporation (“Quantum” or the “Company”), a Delaware corporation (as amended and supplemented, the “Schedule TO”), in connection with Quantum’s offer to purchase for cash, on the terms and subject to the conditions set forth in the Offer to Purchase, dated March 27, 2009 (a copy of which was filed as exhibit (a)(1)(A) to the Schedule TO) (the “Offer to Purchase”) and the related Letter of Transmittal (a copy of which was filed as exhibit (a)(1)(B) to the Schedule TO), up to \$142 million in aggregate principal amount of Quantum’s outstanding 4.375% Convertible Subordinated Notes Due 2010.

This Amendment No. 1 is being filed to reflect the amendment of the Commitment Letter from EMC International Company filed as exhibit (b)(1) to the Schedule TO. The amendment to the Commitment Letter changed the terms of the maturity date of the EMC Loan (as such term is defined in the Offer to Purchase), such that the EMC Loan will no longer mature if any amendment or restatement to our existing senior secured credit agreement increases the interest rate or yield on the loans thereunder by more than 2.00%. No other term or condition of the Commitment Letter was affected by the amendment.

Only those items amended are reported in this Amendment No. 1. Except as specifically provided herein, the information contained in the Schedule TO remains unchanged and this Amendment No. 1 does not modify any of the information previously reported on Schedule TO.

Item 7. Source and Amount of Funds or Other Consideration

Item 7 of the Schedule TO is hereby amended and supplemented by incorporating by reference the information contained in exhibit (b)(2) attached hereto.

Item 11. Additional Information

Item 11 of the Schedule TO is hereby amended and restated in its entirety as follows:

- (a) Agreements, Regulatory Requirements and Legal Proceedings.
 - (1) None.
 - (2) None.
 - (3) None.
 - (4) None.
 - (5) None.

(b) *Other Material Information.*

The information contained in the Offer to Purchase is hereby incorporated by reference.

In order to reflect the amendment to the Commitment Letter, the fifth paragraph in the section titled “Source and Amount of Funds” on page 6 in the Offer to Purchase is amended and restated in its entirety as follows:

Upon satisfaction of the closing conditions under the Term Facility, the EMC Loan will be available to us in a single draw on the closing date. The EMC Loan will mature on the earlier of (i) September 30, 2014 and (ii) if we replace, refund or refinance our existing senior secured credit agreement (or enter into any amendment or restatement having the effect of any of the foregoing) or repay in full all amounts outstanding under our existing senior secured credit agreement, the later of one day after the date of any such occurrence or August 1, 2010; *provided* that if the EMC Loan matures because we repaid in full all amounts outstanding under our existing senior secured credit agreement, we will have the option to refinance the EMC Loan with senior secured loans or notes issued in exchange for the EMC Loan, on terms substantially the same as the EMC Loan, but with security, covenants and events of default substantially the same as those contained in our existing senior secured credit agreement. The EMC Loan will bear interest at 12% per annum, payable quarterly in arrears. At any time an event of default under the

Term Facility has occurred and is continuing, the EMC Loan will bear interest at 14% per annum. The obligations under the Term Facility, including the EMC Loans, will constitute our senior subordinated indebtedness.

Item 12. Exhibits.

Item 12 of the Schedule TO is hereby amended and supplemented by the addition of exhibit (b)(2), and, as so amended, is restated as follows:

Exhibit Number	Description of Document
(a)(1)(A)*	Offer to Purchase, dated March 26, 2009.
(a)(1)(B)*	Form of Letter of Transmittal.
(a)(1)(C)*	IRS Form W-9.
(a)(5)(B)*	Press Release Regarding Offer, dated March 26, 2009 (incorporated by reference to exhibit 99.1 to our Current Report on Form 8-K, filed March 26, 2009).
(b)(1)*	Commitment letter, dated as of March 26, 2009, between Quantum Corporation and EMC International Company.
(b)(2)**	Amendment to Commitment Letter, dated as of April 15, between Quantum Corporation and EMC International Company.
(d)(1)	Indenture, dated as of July 30, 2003, between Quantum Corporation and U.S. Bank National Association relating to the 4.375% Convertible Subordinated Notes due 2010 (incorporated by reference to exhibit 4.1 to our Registration Statement on Form S-3 (File No. 333-109587) filed on October 9, 2003).
(d)(2)	Stockholder Agreement, dated as of October 28, 2002 (incorporated by reference to exhibit 4.2 to our Quarterly Report on Form 10-Q, filed on November 13, 2002).
(d)(3)	Amended and Restated 1993 Long-Term Incentive Plan effective November 10, 2007 (incorporated by reference to exhibit 10.1 to our Current Report on Form 8-K, filed on November 15, 2007).
(d)(4)	1993 Long-Term Incentive Plan Form of Restricted Stock Unit Agreement (incorporated by reference to exhibit 10.3 to our Current Report on Form 8-K, filed on March 3, 2006).
(d)(5)	1993 Long-Term Incentive Plan Form of Stock Option Agreement (incorporated by reference to exhibit 99(d)(5) to our Schedule TO, filed on June 4, 2001).
(d)(6)	Amended and Restated Non-Employee Director Equity Incentive Plan effective November 10, 2007 (incorporated by reference to exhibit 10.2 to our Current Report on Form 8-K, filed on November 15, 2007).
(d)(7)	Form of Director Grant Agreement under the Amended and Restated Non-Employee Director Equity Incentive Plan effective November 10, 2007 (incorporated by reference to exhibit 10.2 to our Current Report on Form 8-K, filed on August 23, 2007).
(d)(8)	Amended Employee Stock Purchase Plan (incorporated by reference to exhibit 10.3 to our Current Report on Form 8-K, filed on August 23, 2007).
(d)(9)	Stock Purchase Agreement, dated as of July 1, 2007 (incorporated by reference to exhibit 10.7 to our Quarterly Report on Form 10-Q, filed on August 9, 2007).
(d)(10)	Amended and Restated Preferred Shares Rights Agreement (incorporated by reference to exhibit 3.1 to our Registration Statement on Form S-4/A (File No. 333-75153), filed on June 10, 1999).
(d)(11)	First Amendment to the Amended and Restated Preferred Shares Rights Agreement (incorporated by reference to exhibit 4.1 to our Quarterly Report on Form 10-Q, filed on November 13, 2002).
(d)(12)	Second Amendment to the Amended and Restated Preferred Shares Rights Agreement (incorporated by reference to exhibit 4.1 to our Current Report on Form 8-K, filed on November 6, 2006).
(g)	Not Applicable.
(h)	Not Applicable.

* Previously filed with the Schedule TO on March 27, 2009.

** Filed herewith.

SIGNATURE

After due 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.

Quantum Corporation

By: /s/ Shawn D. Hall

Name: Shawn D. Hall

Title: Vice President, General Counsel and Secretary

Dated: April 17, 2009

INDEX TO EXHIBITS

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* Previously filed with the Schedule TO on March 27, 2009.

** Filed herewith.

PERSONAL AND CONFIDENTIAL

April 15, 2009

Quantum Corporation
1650 Technology Drive, Suite 800
San Jose, CA 95110
Attn: Jon W. Gacek, Executive Vice President and Chief Financial Officer

Dear Jon:

Reference is made to our commitment letter, dated March 27, 2009 (the "**Commitment Letter**"), to Quantum Corporation. We hereby agree that the Commitment Letter shall be amended by replacing the term sheet attached to the Commitment Letter as Annex B with the revised term sheet attached to this letter as Schedule 1.

Very truly yours,

EMC INTERNATIONAL COMPANY

By: /s/ Paul T. Dacier
Name: Paul T. Dacier
Title: Director

ACCEPTED AS OF THE DATE ABOVE:

QUANTUM CORPORATION

By: /s/ Jon W. Gacek
Name: Jon W. Gacek
Title: Executive Vice President and Chief Financial Officer

SCHEDULE 1
REVISED TERM SHEET
(Attached)

Annex B

Quantum Corporation

Summary of Terms and Conditions of the Term Facility

This Summary of Terms and Conditions outlines certain terms of the Term Facility referred to in the Commitment Letter, of which this Annex B is a part. Certain capitalized terms used herein are defined in the Commitment Letter.

- Borrower:** Quantum Corporation, a Delaware corporation (the “**Company**”).
- Guarantors:** None.
- Use of Proceeds:** Exclusively to refinance up to \$142 million aggregate principal amount of the Company’s existing 4.375% Convertible Subordinated Notes Due 2010 (the “**Existing Notes**”) issued on July 20, 2003.
- Lender:** EMC International Company, an entity organized under the laws of the Republic of Ireland having its principal place of business in Bermuda, or its designee (the “**Lender**”).
- Amount and Funding of Term Facility:** Up to \$100,000,000 Term Loan Facility, available in a single draw on the Closing Date (the “**Term Facility**”).

Maturity Date:	The earliest to occur of (i) September 30, 2014, (ii) if there shall have occurred (A) any replacement, refunding (but not including any repayment in full of the Secured Obligations as described in clause (iii) below) or refinancing of the Company's Senior Secured Credit Agreement dated as of July 12, 2007, among the Company, as the borrower, Credit Suisse, as the administrative agent and collateral agent, and the lenders party thereto (the " Existing Senior Secured Credit Agreement "), or (B) any amendment or restatement having the effect of any of the foregoing or entered into in connection with any transfer of a substantial portion of the commitments or loans under the Existing Senior Credit Agreement in one transaction or a series of related transactions, the later of one day after such occurrence or August 1, 2010 or (iii) if the Secured Obligations (as defined in the Existing Senior Secured Credit Agreement) shall have been paid in full, the later of one day after such payment in full or August 1, 2010 (the " Maturity Date "); provided, however, that if the Maturity Date occurs pursuant to clause (iii) hereof, the Company may elect in its discretion, provided that no default under the Term Facility then exists, and subject to the representations and warranties set forth in the Loan Documents being true and correct as of such date and other customary closing conditions, instead of paying all amounts then due in cash, to issue Exchange Notes (having the terms described herein) in a principal amount equal to all amounts due under the Term Facility.
Closing Date:	The date on which all conditions to closing, including, without limitation, the conditions precedent listed on Annex C attached to the Commitment Letter, shall have been satisfied (the " Closing Date "); provided that the Lender shall have no obligation to close on the Term Facility if the Closing Date shall not have occurred prior to May 31, 2009.
Interest Rate:	All amounts outstanding under the Term Facility shall bear interest at 12% per annum payable quarterly in arrears and computed on the basis of a 365/6-day year. At any time an event of default under the Term Facility has occurred and is continuing, amounts outstanding under the Term Facility shall bear interest at 14% per annum.
Ranking:	The obligations under the Loan Documents will constitute senior subordinated indebtedness of the Company, junior to the "Obligations" under the Existing Senior Secured Credit Agreement and senior to all other indebtedness of the Company. The obligations under the Loan Documents will not constitute "Designated Senior Indebtedness" (or any comparable term) with respect to any subordinated indebtedness of the Company.

Voluntary Prepayments:	To the extent not prohibited by the Existing Senior Secured Credit Agreement, the Company may, at its option, prepay the loan in whole at any time or in part from time to time, each such prepayment to be accompanied by all accrued and unpaid interest thereon.
Mandatory Prepayments:	To the extent not prohibited by the Existing Senior Secured Credit Agreement, in the event that a Fundamental Change (as defined in the Existing Notes indenture) shall occur at any time prior to the Maturity Date, the holders of any outstanding loans under the Term Facility shall have the right to require the Company to purchase for cash any such outstanding loans under the Term Facility at a price equal to the outstanding principal amount plus accrued and unpaid interest thereon.
Security:	The Term Facility will initially not be secured.
Representations and Warranties:	The Term Facility will contain such customary and appropriate representations and warranties by the Company as are usual and customary for financings of this kind and as are mutually acceptable to both the Lender and the Company .
Covenants:	The Term Facility will initially contain affirmative and negative covenants substantially the same as those in the Existing Notes indenture.
Events of Default:	The Term Facility will initially include events of default (and, as appropriate, grace periods) substantially the same as those in the Existing Notes indenture.

Terms of Exchange Notes:

In the event the Company issues Exchange Notes pursuant to the terms hereof (the“**Exchange Notes**”), such Exchange Notes shall have terms and conditions that are substantially the same as those set forth in the Term Facility, except for the following terms and conditions which shall be substantially the same as those set forth in the Existing Senior Secured Credit Agreement (i) a first priority security interest in all assets of the Company, including without limitation, all personal, real and mixed property of the Company, and a first priority security interest in 100% of the capital stock of each subsidiary of the Company and all intercompany debt, (ii) affirmative and negative covenants including those relating to Liens, Indebtedness, Investments, Fundamental Changes, Dispositions, Restricted Payments, changes in the nature of the Company’s business, transactions with Affiliates, burdensome agreements, Capital Expenditures, changes to organizational documents, accounting changes and prepayments of Indebtedness, but specifically excluding financial covenants and (iii) events of default including (a) payment defaults, (b) representations and warranties not true and correct, (c) covenant defaults, (d) cross-default to other material indebtedness, (e) bankruptcy of the Company or any of its subsidiaries, (f) defaults relating to guaranties and security agreements, (g) judgment defaults, (h) change of control or (i) loss of any material license, consent, registration or approval required under applicable law for the Company or any of its subsidiaries to operate (with customary cure periods), which is reasonably likely to have a material adverse effect. Capitalized terms in this term having the meanings assigned in the Existing Senior Credit Agreement.

Conditions to Closing:

The obligation of the Lender to make, or cause one of their respective affiliates to make, loans under the Term Facility will be subject to closing conditions deemed appropriate by the Lender for financings of this kind generally and for this transaction in particular, including, without limitation, the conditions precedent listed on Annex C attached to the Commitment Letter.

Assignments and Participations:

The Lender may assign all or a portion of its interests, rights and obligations under the Term Facility to any of its affiliates.

Taxes:

The Term Facility will provide that all payments are to be made free and clear of any taxes (other than franchise taxes and taxes on overall net income), imposts, assessments, withholdings or other deductions whatsoever.

Indemnity:

The Term Facility will provide customary and appropriate provisions relating to indemnity and related matters in a form reasonably satisfactory to the Lender.

Governing Law and Jurisdiction:

The Term Facility will provide that the Company will submit to the non-exclusive jurisdiction and venue of the federal and state courts of the State of New York and shall waive any right to trial by jury. New York law shall govern the documents related to the Term Facility.

Other Agreements:

Immediately prior to the entry into the definitive agreement with respect to the Term Facility, (i) the Third Amended and Restated Embedded Software License and Distribution Agreement by and between the Company and EMC Corporation (the "**OEM Agreement**") shall remain in full force and effect and (ii) the Company and EMC Corporation will enter into a warrant agreement as contemplated by the OEM Agreement (the "**Warrant Agreement**"), on terms and conditions that are mutually acceptable to Lender and the Company.