



**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
Washington, DC 20549**

---

**FORM 8-K**

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

**Date of Report (Date of earliest event reported): January 27, 2011**

**QUIN STREET, INC.**

(Exact name of registrant as specified in its charter)

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

**001-34628**  
(Commission File Number)

**77-0512121**  
(I.R.S. Employer Identification  
No.)

**950 Tower Lane., Suite 600  
Foster City, CA 94404**  
(Address of principal executive offices and zip code)

Registrant's telephone number, including area code: **(650) 578-7700**

---

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))
- 
-

## **TABLE OF CONTENTS**

[Item 1.01 Entry into a Material Definitive Agreement](#)

[Item 5.02. Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers](#)

[SIGNATURE](#)

[INDEX TO EXHIBITS](#)

[EX-10.1](#)

[EX-10.2](#)

[EX-10.3](#)

[EX-99.1](#)

---

## [Table of Contents](#)

### **Item 1.01 Entry into a Material Definitive Agreement**

Effective February 2, 2011, QuinStreet exercised the accordion feature of its credit facility and entered into New Lender Addenda (the “New Lender Addenda”) to the Amended and Restated Revolving Credit and Term Loan Agreement (the “Credit Agreement”), dated as of January 14, 2010, with U.S. Bank National Association and Bank of the West. The exercise of the accordion feature increased the revolving credit capacity from \$140.0 million to \$190.0 million, increasing the total capacity of the credit facility to \$225.0 million. In addition, the allocations to the lenders participating in the credit facility were revised to include the new lenders, as set forth in the amended Schedule 1.2 to the Credit Agreement.

The foregoing description is qualified by reference to the New Lender Addenda and the revised Schedule 1.2, which are filed as Exhibits 10.1, 10.2 and 10.3 hereto and incorporated herein by reference.

### **Item 5.02. Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers**

On January 27, 2011, the Company’s Board of Directors increased the size of the board by one seat, to a total of eight. On the same day, the Board elected Bronwyn Syiek, the Company’s President and Chief Operating Officer, to the vacant seat, effective immediately. She will serve as a Class II director with a term expiring on the date of the Company’s 2011 annual meeting of shareholders. Ms. Syiek was not named to any committee of the Board of Directors.

Ms. Syiek was not elected to the Board of Directors pursuant to any arrangement or understanding with any other person.

Ms. Syiek participates in the compensation arrangements for executive officers described in the Compensation Discussion and Analysis of the Registrant’s Definitive Proxy Statement that was filed with the Securities and Exchange Commission on September 13, 2010. Ms. Syiek has not otherwise entered into any material plan, contract, or arrangement, or amendment thereto, or received any grant or award under such plan, contract or arrangement, in connection with her selection as a director.

Katrina Boydon serves as our Vice President of Content and Compliance and is the sister of Ms. Syiek. Ms. Boydon’s fiscal year 2011 base salary is \$202,585 per year, and she has a fiscal year 2011 target bonus of \$72,543. In fiscal year 2010, Ms. Boydon received a base salary of \$192,937, a bonus payout of \$67,170 and was granted options to purchase an aggregate of 45,000 shares of our common stock.

Except as described above, there are no other transactions between the Company and Ms. Syiek that would require disclosure under Item 404(a) of Regulation S-K.

For additional information, reference is made to the Company’s press release dated February 2, 2011, which is included as Exhibit 99.1 hereto and is incorporated herein by reference. The press release attached hereto is being furnished to the SEC and shall not be deemed to be “filed” for any purpose except as provided herein.

#### **(d) Exhibits**

The following exhibits are filed herewith:

<b>Exhibit Number</b>	<b>Description</b>
10.1	New Lender Addendum by U.S. Bank National Association, dated February 2, 2011, to the Amended and Restated Revolving Credit and Term Loan Agreement dated January 14, 2011
10.2	New Lender Addendum by Bank of the West, dated February 2, 2011, to the Amended and Restated Revolving Credit and Term Loan Agreement dated January 14, 2011
10.3	Revised Schedule 1.2, dated February 2, 2011, to the Amended and Restated Revolving Credit and Term Loan Agreement dated January 14, 2011
99.1	Press release dated February 2, 2011 entitled “QuinStreet Elects Bronwyn Syiek to Board of Directors”

**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.

**QUINSTREET, INC.**

Dated: February 2, 2011

By: /s/ Daniel Caul  
General Counsel

---

**INDEX TO EXHIBITS**

<u>Exhibit No.</u>	<u>Description</u>
10.1	New Lender Addendum by U.S. Bank National Association, dated February 2, 2011, to the Amended and Restated Revolving Credit and Term Loan Agreement dated January 14, 2011
10.2	New Lender Addendum by Bank of the West, dated February 2, 2011, to the Amended and Restated Revolving Credit and Term Loan Agreement dated January 14, 2011
10.3	Revised Schedule 1.2, dated February 2, 2011, to the Amended and Restated Revolving Credit and Term Loan Agreement dated January 14, 2011
99.1	Press release dated February 2, 2011 entitled “QuinStreet Elects Bronwyn Syiek to Board of Directors”

**NEW LENDER ADDENDUM**

THIS NEW LENDER ADDENDUM, dated February 2, 2011, to the Amended and Restated Revolving Credit and Term Loan Agreement dated as of the 14th day of January, 2010 (as otherwise amended or modified from time to time, the "Credit Agreement"), among QuinStreet, Inc. ("Borrower"), each of the financial institutions parties thereto (collectively, the "Lenders") and Comerica Bank, as Agent for the Lenders.

## WITNESSETH:

WHEREAS, the Credit Agreement provides in Section 2.13 thereof that a financial institution, although not originally a party thereto, may become a party to the Credit Agreement with the consent of the Borrower and the Agent by executing and delivering to the Agent a New Lender Addendum to the Credit Agreement in substantially the form of this New Lender Addendum; and

WHEREAS, the undersigned New Lender (the "New Lender") was not an original party to the Credit Agreement but now desires to become a party thereto;

NOW, THEREFORE, the New Lender hereby agrees as follows:

The New Lender hereby confirms that it has received a copy of the Credit Agreement and the exhibits and schedules referred to therein, and all other Loan Documents which it considers necessary, together with copies of the other documents which were required to be delivered under the Credit Agreement as a condition to the making of the loans thereunder. The New Lender acknowledges and agrees that it: (a) has made and will continue to make such inquiries and has taken and will take such care on its own behalf as would have been the case had its commitment been granted and its loans been made directly by such New Lender to the Borrower without the intervention of the Agent or any other Lender; and (b) has made and will continue to make, independently and without reliance upon the Agent or any other Lender, and based on such documents and information as it has deemed appropriate, its own credit analysis and decisions relating to the Credit Agreement. The New Lender further acknowledges and agrees that the Agent has made any representations or warranties about the creditworthiness of the Borrower or any other party to the Credit Agreement or any other of the Loan Documents, or with respect to the legality, validity, sufficiency or enforceability of the Credit Agreement, or any other of the Loan Documents.

New Lender represents and warrants that it is a Person to which assignments are permitted pursuant to Sections 13.8(c) and (d) of the Credit Agreement.

Except as otherwise provided in the Credit Agreement, effective as of the Effective Date (as defined below):

- (a) the New Lender (i) shall be deemed automatically to have become a party to the Credit Agreement and the other Loan Documents, and to have all the rights and obligations of a party to the Credit Agreement and the other Loan Documents, as if it were an original signatory; and (ii) agrees to be bound by the terms and
-

conditions set forth in the Credit Agreement and the other Loan Documents as if it were an original signatory thereto; and

- (b) the New Lender shall be a Revolving Credit Lender and its Percentage of the Revolving Credit Aggregate Commitment (and its risk participation in Letters of Credit) shall be as set forth in the attached revised Schedule 1.2 (Percentages); provided any fees paid prior to the Effective Date, including any Letter of Credit Fees, shall not be recalculated, redistributed or reallocated by Borrower, Agent or the Lenders.

As used herein, the term "Effective Date" means the date on which all of the following have occurred or have been completed, as reasonably determined by the Agent:

(1) the Borrower shall have paid to the Agent, all interest, fees (including the Revolving Credit Facility Fee) and other amounts, if any, accrued to the Effective Date for which reimbursement is then owing under the Credit Agreement;

(2) New Lender shall have remitted to the Agent funds in an amount equal to its Percentage of all Advances of the Revolving Credit outstanding as of the Effective Date; and

(3) the Borrower shall have executed and delivered to the Agent for the New Lender, a new Revolving Credit Note payable to such New Lender in the face amount of such New Lender's Percentage of the Revolving Credit Aggregate Commitment (after giving effect to this New Lender Addendum, and any other New Lender Addendum executed concurrently herewith).

The Agent shall notify the New Lender, along with Borrower, of the Effective Date. The New Lender shall deliver herewith to the Agent administrative details with respect to the funding and distribution of Advances (and Letters of Credit) as requested by Agent.

Terms defined in the Credit Agreement and not otherwise defined herein shall have their defined meanings when used herein.

---



IN WITNESS WHEREOF, the undersigned has caused this New Lender Addendum to be executed and delivered by a duly authorized officer on the date first above written.

**U.S. BANK NATIONAL ASSOCIATION**

By: /s/ Christie K. Shaw

Its: Vice President

Accepted this 2<sup>nd</sup> day of February, 2011

**QUINSTREET, INC.**

By: /s/ Douglas Valenti

Its: CEO

Accepted this 2<sup>nd</sup> day of February, 2011

**COMERICA BANK, as Agent**

By: /s/ Phil Koblis

Its: SVP

**NEW LENDER ADDENDUM**

THIS NEW LENDER ADDENDUM, dated February 2, 2011, to the Amended and Restated Revolving Credit and Term Loan Agreement dated as of the 14<sup>th</sup> day of January, 2010 (as otherwise amended or modified from time to time, the "Credit Agreement"), among QuinStreet, Inc. ("Borrower"), each of the financial institutions parties thereto (collectively, the "Lenders") and Comerica Bank, as Agent for the Lenders.

## WITNESSETH:

WHEREAS, the Credit Agreement provides in Section 2.13 thereof that a financial institution, although not originally a party thereto, may become a party to the Credit Agreement with the consent of the Borrower and the Agent by executing and delivering to the Agent a New Lender Addendum to the Credit Agreement in substantially the form of this New Lender Addendum; and

WHEREAS, the undersigned New Lender (the "New Lender") was not an original party to the Credit Agreement but now desires to become a party thereto;

NOW, THEREFORE, the New Lender hereby agrees as follows:

The New Lender hereby confirms that it has received a copy of the Credit Agreement and the exhibits and schedules referred to therein, and all other Loan Documents which it considers necessary, together with copies of the other documents which were required to be delivered under the Credit Agreement as a condition to the making of the loans thereunder. The New Lender acknowledges and agrees that it: (a) has made and will continue to make such inquiries and has taken and will take such care on its own behalf as would have been the case had its commitment been granted and its loans been made directly by such New Lender to the Borrower without the intervention of the Agent or any other Lender; and (b) has made and will continue to make, independently and without reliance upon the Agent or any other Lender, and based on such documents and information as it has deemed appropriate, its own credit analysis and decisions relating to the Credit Agreement. The New Lender further acknowledges and agrees that the Agent has made any representations or warranties about the creditworthiness of the Borrower or any other party to the Credit Agreement or any other of the Loan Documents, or with respect to the legality, validity, sufficiency or enforceability of the Credit Agreement, or any other of the Loan Documents.

New Lender represents and warrants that it is a Person to which assignments are permitted pursuant to Sections 13.8(c) and (d) of the Credit Agreement.

Except as otherwise provided in the Credit Agreement, effective as of the Effective Date (as defined below):

---

- (a) the New Lender (i) shall be deemed automatically to have become a party to the Credit Agreement and the other Loan Documents, and to have all the rights and obligations of a party to the Credit Agreement and the other Loan Documents, as if it were an original signatory; and (ii) agrees to be bound by the terms and conditions set forth in the Credit Agreement and the other Loan Documents as if it were an original signatory thereto; and
- (b) the New Lender shall be a Revolving Credit Lender and its Percentage of the Revolving Credit Aggregate Commitment (and its risk participation in Letters of Credit) shall be as set forth in the attached revised Schedule 1.2 (Percentages); provided any fees paid prior to the Effective Date, including any Letter of Credit Fees, shall not be recalculated, redistributed or reallocated by Borrower, Agent or the Lenders.

As used herein, the term "Effective Date" means the date on which all of the following have occurred or have been completed, as reasonably determined by the Agent:

(1) the Borrower shall have paid to the Agent, all interest, fees (including the Revolving Credit Facility Fee) and other amounts, if any, accrued to the Effective Date for which reimbursement is then owing under the Credit Agreement;

(2) New Lender shall have remitted to the Agent funds in an amount equal to its Percentage of all Advances of the Revolving Credit outstanding as of the Effective Date; and

(3) the Borrower shall have executed and delivered to the Agent for the New Lender, a new Revolving Credit Note payable to such New Lender in the face amount of such New Lender's Percentage of the Revolving Credit Aggregate Commitment (after giving effect to this New Lender Addendum, and any other New Lender Addendum executed concurrently herewith).

The Agent shall notify the New Lender, along with Borrower, of the Effective Date. The New Lender shall deliver herewith to the Agent administrative details with respect to the funding and distribution of Advances (and Letters of Credit) as requested by Agent.

Terms defined in the Credit Agreement and not otherwise defined herein shall have their defined meanings when used herein.

---

IN WITNESS WHEREOF, the undersigned has caused this New Lender Addendum to be executed and delivered by a duly authorized officer on the date first above written.

**BANK OF THE WEST**

By: /s/ Stuart Darby  
Its: Vice President & Senior Relationship Manager

Accepted this 2<sup>nd</sup> day of February, 2011

**QUINSTREET, INC.**

By: /s/ Douglas Valenti  
Its: CEO

Accepted this 2<sup>nd</sup> day of February, 2011

**COMERICA BANK, as Agent**

By: /s/ Phil Koblis  
Its: SVP

**Schedule 1.2**  
**Percentages and Allocations**  
**Revolving Credit and Term Loan Facilities**

<b>LENDERS</b>	<b>REVOLVING CREDIT PERCENTAGE</b>	<b>REVOLVING CREDIT ALLOCATIONS</b>	<b>TERM LOAN PERCENTAGE</b>	<b>TERM LOAN ALLOCATIONS</b>	<b>WEIGHTED PERCENTAGE</b>	<b>TOTAL ALLOCATION</b>
Comerica Bank	21.84210526%	\$ 41,500,000	42.85714286%	\$13,500,000	24.8306998%	\$ 55,000,000
Union Bank	20.00000000%	\$ 38,000,000	20.00000000%	\$ 6,300,000	20.00000000%	\$ 44,300,000
Bank of America	24.47368421%	\$ 46,500,000	22.85714286%	\$ 7,200,000	24.2437923%	\$ 53,700,000
Credit Suisse	7.36842105%	\$ 14,000,000	0.00000000%	\$ 0	6.3205416%	\$ 14,000,000
JPMorgan Chase	10.52631579%	\$ 20,000,000	14.28571429%	\$ 4,500,000	11.0609481%	\$ 24,500,000
U.S. Bank	7.89473684%	\$ 15,000,000	0.00000000%	\$ 0	6.7720090%	\$ 15,000,000
Bank of the West	7.89473684%	\$ 15,000,000	0.00000000%	\$ 0	6.7720090%	\$ 15,000,000
<b>TOTALS</b>	<b>100%</b>	<b>\$190,000,000</b>	<b>100%</b>	<b>\$31,500,000</b>	<b>100%</b>	<b>\$221,500,000</b>

### QuinStreet Elects Bronwyn Syiek to Board of Directors

**Foster City, CA — February 2, 2011** — QuinStreet, Inc. (NASDAQ: QNST), a leader in vertical marketing and media online, today announced that Bronwyn Syiek, President and Chief Operating Officer of the Company, has been elected to the Board of Directors. Her election increases the total number of directors from seven to eight.

As a member of the Company's founding team, Ms. Syiek has been with QuinStreet for 11 years. She has served as QuinStreet's President since 2007 and as Chief Operating Officer since 2004. She previously held roles as Senior Vice President and Vice President. Prior to joining QuinStreet, Ms. Syiek served as Director of Business Development and member of the Executive Committee at De La Rue Plc, a bank note printing and security product company. She also previously served as a strategy consultant at McKinsey & Company and held various investment management and banking positions with Lloyds Bank and Charterhouse Bank. She holds an M.A. in Natural Sciences from Cambridge University.

"Bronwyn is a member of our founding team, and her election to the Board recognizes the breadth of her role and the importance of her contribution to the Company and our business," commented Doug Valenti, QuinStreet CEO. "Bronwyn brings a detailed understanding of our operations and strategy to the Board. We expect her contributions to be invaluable."

#### **About QuinStreet**

QuinStreet, Inc. (NASDAQ: QNST) is a leader in vertical marketing and media online. QuinStreet is headquartered in Foster City, CA. For more information, please visit [www.quinstreet.com](http://www.quinstreet.com).

#### **Contact Information:**

Erica Abrams or Matthew Hunt  
(415) 217-5864 or (415) 489-2194  
[erica@blueshirtgroup.com](mailto:erica@blueshirtgroup.com)  
[matt@blueshirtgroup.com](mailto:matt@blueshirtgroup.com)