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

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**FORM 8-K**

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**Current Report  
Pursuant To Section 13 or 15(d) of the Securities Exchange Act of 1934**

Date of Report (Date of earliest event reported): June 4, 2018 (May 31, 2018)

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**GameStop Corp.**

(Exact name of Registrant as specified in its charter)

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<b>Delaware</b>	<b>1-32637</b>	<b>20-2733559</b>
(State or Other Jurisdiction of Incorporation)	(Commission File Number)	(IRS Employer Identification No.)

**625 Westport Parkway, Grapevine, TX 76051**  
**(817) 424-2000**  
(Address, Including Zip Code, and Telephone Number, Including Area Code, of Registrant's Principal Executive Offices)

**Not Applicable**  
(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))

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 under the Securities Act (17 CFR 230.405) or Rule 12b-2 under the Exchange Act (17 CFR 240.12b-2).

Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

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

On May 31, 2018, the Board of Directors (the “Board”) of GameStop Corp. (the “Company” or “GameStop”) appointed Shane S. Kim as interim Chief Executive Officer, effective immediately succeeding Daniel A. DeMatteo, who assumed the position of interim Chief Executive Officer on May 9, 2018. Mr. DeMatteo will remain Executive Chairman and a director and Mr. Kim will also remain a director. Prior to his appointment as interim Chief Executive Officer, Mr. Kim served on the Audit Committee and Compensation Committee. In connection with his appointment, Mr. Kim resigned from each of the foregoing committees.

Mr. Kim, age 55, has served as a director at GameStop since July 2011 and also serves as a director on the board of SCUF Gaming, a private company. SCUF Gaming is a global leader in high-end controllers and accessories customized for hardcore and professional video game players. Mr. Kim worked for Microsoft Corporation, leading provider of software and technology solutions (“Microsoft”), for almost 20 years, retiring in January 2010. For the last 15 years at Microsoft, Mr. Kim was with Microsoft’s Interactive Entertainment Business division, most recently as its Corporate Vice President of Strategy and Business Development. Before that, Mr. Kim was the Corporate Vice President of Microsoft Game Studios, where he oversaw a team of approximately 1,000 programmers, designers, artists and producers developing a broad range of Xbox 360 and Windows titles. Since retiring from Microsoft in January 2010, Mr. Kim has been an independent adviser to companies in the interactive entertainment and digital media industries.

There are no arrangements or understandings between Mr. Kim and any other persons pursuant to which Mr. Kim was appointed as an officer of the Company. In addition, there are no family relationships between Mr. Kim and any director, executive officer, or person nominated or chosen by the Company to become a director or executive officer. Furthermore, in the past two years there have been no transactions in which the Company was or is to be a participant and the amount involved exceeds \$120,000, and in which Mr. Kim had or will have a direct or indirect material interest, and there are currently no such proposed transactions except as described above.

*Appointment of Chief Operating Officer*

On May 31, 2018, the Board appointed Robert A. Lloyd, currently the Company’s Executive Vice President and Chief Financial Officer, to the additional position of Chief Operating Officer, effective immediately.

Mr. Lloyd, age 56, has served as GameStop’s Executive Vice President and Chief Financial Officer since 2010. Mr. Lloyd also served as our Senior Vice President and Chief Accounting Officer, a position he held from 2005 to 2010. Prior to that, Mr. Lloyd was the Vice President - Finance of GameStop or its predecessor companies from 2000 and was the Controller of GameStop’s predecessor companies from 1996 to 2000. From 1988 to December 1996, Mr. Lloyd held various financial management positions as Controller or Chief Financial Officer, primarily in the telecommunications industry. Prior to 1988, Mr. Lloyd held various positions with the public accounting firm of EY. Mr. Lloyd is a CPA. Mr. Lloyd currently serves on the Board of Directors of the Make-A-Wish Foundation of North Texas, a non-profit organization.

There are no arrangements or understandings between Mr. Lloyd and any other persons pursuant to which Mr. Lloyd was appointed as an officer of the Company. In addition, there are no family relationships between Mr. Lloyd and any director, executive officer, or person nominated or chosen by the Company to become a director or executive officer. Furthermore, in the past two years there have been no transactions in which the Company was or is to be a participant and the amount involved exceeds \$120,000, and in which Mr. Lloyd had or will have a direct or indirect material interest, and there are currently no such proposed transactions except as described above and in the Company’s definitive proxy statement filed with the Securities and Exchange Commission on Schedule 14A on May 16, 2018.

*Compensation Arrangements for Chief Executive Officer*

On May 31, 2018, in connection with the appointment of Mr. Kim as interim Chief Executive Officer, the Company and Mr. Kim entered into a letter agreement (the “Letter Agreement”) that provides for Mr. Kim to receive a base salary at an annualized rate of \$1,500,000 per year. In the event that (i) a change in control of the Company were to occur prior to May 31, 2019 and (ii) Mr. Kim’s employment were to be terminated by the Company without cause or Mr. Kim were to resign with good reason following the change in control but prior to May 31, 2019, Mr. Kim would be entitled to receive any base salary that he would have received had he remained employed until May 31, 2019, provided he executes a general release of claims in favor of the Company and its affiliates. The Letter Agreement also provides for a one-time transition bonus of \$25,000 to help defray the costs of Mr. Kim’s temporary relocation to Grapevine, Texas or its surrounding areas.

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Pursuant to the Letter Agreement, Mr. Kim will also receive a one-time grant of restricted stock under the Company's Amended and Restated 2011 Incentive Plan (the "Plan") with a fair market value of \$1,500,000 on the date of grant. The restricted stock will vest on May 31, 2019, subject to Mr. Kim's continued service through such date, whether as an employee, director or other service provider. In the event that Mr. Kim were to cease to provide services prior to May 31, 2019 due to (i) a termination by the Company without cause, (ii) death or (iii) a disability, the restricted stock would vest upon the termination date, provided he (or his personal representative or estate, if applicable) executes a release.

The foregoing summary of this Letter Agreement is qualified in its entirety by reference to the Letter Agreement, which is attached to this Current Report as Exhibit 10.1 and which is incorporated by reference into this Item 5.02.

#### *Amendment to Employment Agreements*

On May 31, 2018, in connection with the appointment of Mr. Lloyd, the Executive Vice President and Chief Financial Officer, to the additional position of Chief Operating Officer, the Company and Mr. Lloyd entered into a letter agreement that amends Mr. Lloyd's Executive Employment Agreement. The amendment: (i) reflects Mr. Lloyd's additional position as Chief Operating Officer of the Company, (ii) enumerates certain key duties and responsibilities associated with Mr. Lloyd's positions with the Company, and (iii) provides for an increase in Mr. Lloyd's base annual salary to \$900,000.

On May 31, 2018, in recognition of the additional responsibilities assumed by Daniel J. Kaufman, the Company's Executive Vice President, Chief Legal and Administrative Officer, and Corporate Secretary, the Company and Mr. Kaufman entered into a letter agreement that amends Mr. Kaufman's Executive Employment Agreement. The amendment: (i) enumerates certain key duties and responsibilities associated with Mr. Kaufman's positions with the Company and (ii) provides for an increase in Mr. Kaufman's base annual salary to \$750,000.

On May 31, 2018, in recognition of the additional responsibilities assumed by Troy W. Crawford, the Company's Senior Vice President, Chief Accounting Officer, the Company and Mr. Crawford entered into a letter agreement that amends Mr. Crawford's Executive Employment Agreement. The amendment provides for an increase in Mr. Crawford's base annual salary to \$500,000.

On May 31, 2018, in recognition of the importance of the continued engagement and expected increase in the time commitment of Daniel A. DeMatteo to Company matters in his role as Executive Chairman, the Company and Mr. DeMatteo entered into a letter agreement that amends Mr. DeMatteo's Executive Employment Agreement. The amendment provides for an increase in Mr. DeMatteo's base annual salary to \$500,000.

The amendments to the Executive Employment Agreements for Messrs. Lloyd, Kaufman, Crawford and DeMatteo provide that their target annual bonus opportunities for 2018 will be equal to the weighted average between their prior target bonus opportunities (determined before these compensation changes) and new target bonus opportunities (determined after these changes).

The foregoing summaries of the letter agreements with each of Messrs. Lloyd, Kaufman, Crawford and DeMatteo are qualified in their entirety by reference to the letter agreements themselves, which are attached to this Current Report as Exhibits 10.2, 10.3, 10.4, and 10.5, and which are incorporated by reference into this Item 5.02.

#### *Additional Equity Awards*

On May 31, 2018, the Compensation Committee authorized the grant of a restricted stock award under the Plan to each of Messrs. Lloyd and DeMatteo, with a grant-date fair value of \$541,648 and \$170,330, respectively, representing the incremental value of the increase in each executive's 2018 target annual equity award, pro-rated from the period following the effective date of the increase through the end of fiscal 2018. These awards are intended to compensate the executives for the change in the scope of their roles and to also ensure that their total compensation for 2018 and beyond retains an appropriate balance between cash and equity elements, as well as short- and long-term elements. These awards will be subject to the same vesting criteria and other terms of the annual long-term incentive awards made to Messrs. Lloyd and DeMatteo on February 23, 2018 (50% time-vested and 50% performance-vested), except that these additional awards will not be subject to accelerated vesting under the Company's Retirement Policy. The grant of these awards (as well as the award to Mr. Kim described above) will be effective on June 4, 2018, and therefore the number of shares subject to these awards or any portions thereof will be determined based on the closing price of the Company's common stock on that date.

#### *Adoption of Retention Program*

On May 31, 2018, the independent directors of the Board approved a cash retention program to encourage the retention of key employees of the Company. Recipients of retention awards will become entitled to payment of 50% of their award amounts on each of May 31, 2019 and May 31, 2020, provided in each case they remain in service through that date. Generally, an award

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will vest on an accelerated basis if the employee is terminated without cause before the otherwise applicable payment date (provided he or she executes a release).

Messrs. Lloyd, Kaufman and Crawford participate in the retention program; their award amounts are \$2,000,000, \$2,000,000 and \$1,000,000, respectively. These executives' awards will vest on an accelerated basis upon a termination without cause or resignation with good reason (in each case, as defined in the applicable Executive Employment Agreement) prior to the otherwise applicable payment date, provided the executive executes a release.

The foregoing summaries of the retention agreements with Messrs. Lloyd, Kaufman and Crawford are qualified in their entirety by reference to the retention agreements themselves, which are attached to this Current Report as Exhibits 10.6, 10.7 and 10.8 and which are incorporated by reference into this Item 5.02.

#### **Item 9.01 Financial Statements and Exhibits.**

(d) Exhibits.

<u>Exhibit No.</u>	<u>Description</u>
10.1	<a href="#"><u>Letter Agreement with Shane S. Kim dated May 31, 2018. *</u></a>
10.2	<a href="#"><u>Amendment to Employment Agreement dated May 31, 2018 with Robert A. Lloyd. *</u></a>
10.3	<a href="#"><u>Amendment to Employment Agreement dated May 31, 2018 with Daniel J. Kaufman. *</u></a>
10.4	<a href="#"><u>Amendment to Employment Agreement dated May 31, 2018 with Troy W. Crawford. *</u></a>
10.5	<a href="#"><u>Amendment to Employment Agreement dated May 31, 2018 with Daniel A. DeMatteo. *</u></a>
10.6	<a href="#"><u>Retention Agreement with Robert A. Lloyd. *</u></a>
10.7	<a href="#"><u>Retention Agreement with Daniel J. Kaufman. *</u></a>
10.8	<a href="#"><u>Retention Agreement with Troy W. Crawford. *</u></a>

\*Compensatory plan or arrangement.

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**SIGNATURE**

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.

**GAMESTOP CORP.**

(Registrant)

Date: June 4, 2018

By: /s/ ROBERT A. LLOYD

Name: Robert A. Lloyd

Title: Chief Operating Officer and Chief Financial Officer



625 WESTPORT PKWY., GRAPEVINE, TX. 76051 P: 817 424 2000 F: 817 424 2002

May 31, 2018

**Via Hand Delivery**

Shane S. Kim

Dear Mr. Kim:

On behalf of GameStop Corp. (the "**Company**"), this letter agreement will confirm your appointment and agreement to serve as the Interim Chief Executive Officer of the Company, commencing May 31, 2018.

During your period of service as Interim Chief Executive Officer (your "**Service Period**"), you will report directly to the Board of Directors of the Company (the "**Board**") and perform such duties as may be reasonably assigned to you by the Board. You will be subject to all Company policies in effect from time to time, including (without limitation) policies regarding securities trading. We anticipate that your Service Period will continue until such time as we appoint a new Chief Executive Officer, however your employment will be "at-will," meaning it may be terminated by either you or the Company at any time, for any reason.

As soon as administratively practicable following the commencement of the Service Period, you will receive a one-time transition bonus of \$25,000 intended to help defray the costs associated with your temporary relocation from the Seattle metropolitan area to Grapevine, Texas or its surrounding areas.

During your Service Period, you will be paid base salary at an annualized rate of \$1,500,000 per year. In the event that (i) a Change in Control occurs prior to May 31, 2019, and (ii) you are terminated by the Company without Cause or you resign with Good Reason following the Change in Control but prior to May 31, 2019, you will be entitled to receive any base salary that you would have received had you remained employed until May 31, 2019 (your "**Severance**"). Payment of the Severance will be subject to the requirement that you (or your personal representative, or estate, if applicable) execute a release of claims in favor of the Company and its affiliates in a form reasonably prescribed by the Company and such release becomes irrevocable within 45 days following your termination (the "**Release Requirement**"). The Severance will be paid in a lump sum within 60 days following your termination date, provided

the Release Requirement is fulfilled. In the event that the 45 day period immediately following your termination date spans two calendar years, the Severance will be paid no sooner than the first day of the second calendar year within that 45 day period.

As soon as administratively practicable following your execution of this letter agreement, you will receive a one-time grant of restricted stock pursuant to the Company's Amended and Restated 2011 Incentive Plan with a fair market value of \$1,500,000 on the date of grant. The restricted stock will vest on May 31, 2019, subject to your continued service with the Company (or its affiliate, during the period of such affiliation) through such date, whether as an employee, director or other service provider. In the event that you cease to provide services to the Company or its affiliate prior to May 31, 2019, due to (i) a termination by the Company without Cause, (ii) your death, or (iii) a Disability, the restricted stock will vest upon your termination date, subject to the fulfillment of the Release Requirement.

During the Service Period, you will not be entitled to any additional cash or equity compensation as a result of your service as a Board member. The base salary, one-time transition bonus and one-time grant of restricted stock described above is intended to constitute your entire compensation during the Service Period, and absent a subsequent determination by the Board or its Compensation Committee, you will not be eligible for an annual bonus or to receive additional equity awards during the Service Period. You will be eligible to participate in the employee benefit plans generally available to the Company's salaried employees, subject to the eligibility and other terms of those plans in effect from time to time. Other than as described in this letter agreement, you will not be entitled to severance pay, accelerated vesting of equity interests, or other benefits upon the cessation of the Service Period.

For the purposes of this letter agreement, the following definitions will apply:

**“Cause”** means any of the following: (i) conviction of, or plea of nolo contendere to, a felony or any crime involving fraud or dishonesty; (ii) willful misconduct, whether or not in the course of service, that results (or that, if publicized, would be reasonably likely to result) in material and demonstrable damage to the business or reputation of the Company; (iii) material breach of any agreement with, policy of, or duty owed to the Company or any of its affiliates; or (iv) your willful refusal to perform your obligations under this letter agreement or the lawful direction of the Board that is not the result of your death, Disability, physical incapacity or your termination of this letter agreement, provided, however, an act or omission described in clause (iii) or (iv) will only constitute “Cause” if (A) it is not curable, in the good faith sole discretion of the Board or its delegate, or (B) it is curable in the good faith sole discretion of the Board or its delegate, but is not cured to the reasonable satisfaction of the Board or its delegate within 30 days following the Company's written notice to you of the nature of the breach or willful refusal.

**“Change in Control”** means a “change in control event” within the meaning of Treas. Reg. § 1.409A-3(i)(5)(i) or any successor provision.

**“Disability”** means a disability within the meaning of the Social Security Act and the regulations promulgated thereunder.

**“Good Reason”** means a material diminution in your base salary, or in your authority, duties or responsibilities, provided that the foregoing events or conditions will only constitute Good Reason if you provide the Company with written notice of the existence of such event or condition within 90 days after its initial existence, and the Company fails to remedy that event or condition within 30 days after its receipt of such notice.

The Company may withhold from all amounts payable under this letter agreement any federal, state, local and other applicable taxes that it determines are required to be withheld pursuant to applicable law. All payments and benefits described hereunder are intended to be exempt from Section 409A and should be interpreted accordingly. However, the Company does not guarantee the tax treatment of any such payments and benefits. If any payment hereunder to be paid in connection with your termination of employment is determined to constitute “nonqualified deferred compensation” and you are determined to be a “specified employee” within the meaning of Section 409A, such payment will only be made upon a “separation of service” within the meaning of Section 409A, and will not be made until the first payroll date which is more than six months following the date of separation from service (or if earlier, upon your death).

This letter agreement represents the entire agreement between the Company and you regarding your service as Interim Chief Executive Officer and the compensation arrangements in connection therewith, and it merges and supersedes all prior and contemporaneous discussions, agreements and understandings of every nature related to that subject matter. It can only be modified or amended in a writing signed by you and the Company.

This letter agreement will be governed by, and enforced in accordance with, the laws of the State Texas, without regard to the application of the principles of conflicts or choice of laws. It is stipulated that Texas has a compelling state interest in the subject matter of this letter agreement, and that you have or will have regular contact with Texas in the performance of services under this letter agreement. The agreed upon venue and personal jurisdiction on any claims or disputes arising under this letter agreement is Dallas County, Texas.

To acknowledge your agreement with the foregoing, please execute and date this letter in the space provided below and return the executed original to me.

Sincerely,

GAMESTOP CORP.

By:     /s/ Daniel A. DeMatteo    

Title:     Executive Chairman



Acknowledged and agreed on this  
31st day of May, 2018:

/s/ Shane S. Kim

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SHANE S. KIM



625 WESTPORT PKWY., GRAPEVINE, TX. 76051 P: 817 424 2000 F: 817 424 2002

May 31, 2018

Mr. Robert A. Lloyd  
625 Westport Parkway  
Grapevine, Texas 76051

RE: Amendment to Executive Employment Agreement

Dear Rob:

This letter agreement (this "Amendment") amends the Executive Employment Agreement dated May 10, 2013, as amended March 1, 2018 (the "Employment Agreement") between you ("Executive") and GameStop Corp. (the "Company") as follows:

1. The first sentence of Section 1 of the Employment Agreement is hereby deleted and replaced with the following: "Effective May 31, 2018, Executive will be employed as the Chief Operating Officer and Chief Financial Officer of the Company and will report directly to the Company's Chief Executive Officer. Executive will have all of the duties and responsibilities of those positions, including specifically: (i) oversight of all US Video Game and Collectibles store and omni-channel operations, logistics, supply chain, infrastructure, real estate, new and used video game and collectibles merchandising, including GameStop stores, GameStop.com, ThinkGeek stores and ThinkGeek.com, (ii) global responsibility for all finance, accounting, treasury, investor relations and information technology operations, including internal and external reporting and the financial and accounting aspects of SEC and NYSE compliance, and (iii) supervisory responsibility for the U.S. President of Video Games, Chief Accounting Officer, SVP - Finance and Treasurer, Chief Information Officer and Chief Audit Executive. The Parties agree that a diminution in the enumerated duties and responsibilities will constitute Good Reason within the meaning of Section 4(e)(ii) of the Agreement if such diminution is material. For the avoidance of doubt, even if such diminution is material, the notice and cure process described in the proviso at the end of Section 4(e) will still apply."

2. Section 3(a) of the Employment Agreement is hereby deleted and replaced with the following: "**Base Salary.** Effective May 31, 2018, the Company shall provide Executive with an annual base salary of no less than \$900,000, paid in accordance with the Company's normal payroll policies (as adjusted from time to time, the "Base Salary")."

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For the avoidance of doubt, your bonus opportunity for fiscal year 2018 will be determined as a weighted average of: (i) for the portion of fiscal year 2018 preceding the date of this Amendment, your target annual bonus opportunity as in effect prior to the Amendment, and (ii) for the remaining portion of fiscal year 2018 commencing on the date of this Amendment, your target annual bonus opportunity as determined based upon the salary increase described herein.

Except as otherwise set forth in this Amendment, all of the terms and conditions of the Employment Agreement remain unchanged.

To confirm your agreement with the foregoing, please countersign this Amendment in the space below provided.

GAMESTOP CORP.

By: /s/ Daniel A. DeMatteo  
Name: Daniel A. DeMatteo  
Title: Executive Chairman

Agreed on May 31, 2018:

/s/ Robert A. Lloyd  
Robert A. Lloyd



625 WESTPORT PKWY., GRAPEVINE, TX. 76051 P: 817 424 2000 F: 817 424 2002

May 31, 2018

Mr. Daniel J. Kaufman  
625 Westport Parkway  
Grapevine, Texas 76051

RE: Amendment to Executive Employment Agreement

Dear Dan:

This letter agreement (this "Amendment") amends the Executive Employment Agreement dated October 1, 2012, as amended March 1, 2018 (the "Employment Agreement") between you ("Executive") and GameStop Corp. (the "Company") as follows:

1. The first sentence of Section 1 of the Employment Agreement is hereby deleted and replaced with the following: "Executive will continue to be employed as the Executive Vice President, Chief Legal and Administrative Officer, and Corporate Secretary of the Company and will report directly to the Company's Chief Executive Officer. Executive will have all of the duties and responsibilities of those positions, including specifically: (a) developing and leading corporate legal strategy, including supervising all attorneys and other members of the Legal Department; selecting and retaining outside counsel; advising the Board of Directors, Chief Executive Officer and other senior corporate officers on significant legal and governance issues of the Company; overseeing compliance of the Company as a publicly listed Company with all applicable laws and regulations, including the legal aspects of compliance with Securities Exchange Commission reporting and New York Stock Exchange listing requirements; (b) overseeing the Company's corporate compliance programs; (c) overseeing the execution of all significant merger and acquisition and divestiture activities of the Company, as well as significant joint ventures and strategic alliances; and (d) overseeing the Company's Human Resources, Loss Prevention and Legal Departments, along with any other operational departments assigned to the Executive by the Company's Chief Executive Officer or the Board. The Parties agree that a diminution in the enumerated duties and responsibilities will constitute Good Reason within the meaning of Section 4(e)(ii) of the Agreement if such diminution is material. For the avoidance of doubt, even if such diminution is material, the notice and cure process described in the proviso at the end of Section 4(e) will still apply."

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2. Section 3(a) of the Employment Agreement is hereby deleted and replaced with the following: "**Base Salary.** Effective May 31, 2018, the Company shall provide Executive with an annual base salary of no less than \$750,000, paid in accordance with the Company's normal payroll policies (as adjusted from time to time, the "Base Salary")."

For the avoidance of doubt, your bonus opportunity for fiscal year 2018 will be determined as a weighted average of: (i) for the portion of fiscal year 2018 preceding the date of this Amendment, your target annual bonus opportunity as in effect prior to the Amendment, and (ii) for the remaining portion of fiscal year 2018 commencing on the date of this Amendment, your target annual bonus opportunity as determined based upon the salary increase described herein.

Except as otherwise set forth in this Amendment, all of the terms and conditions of the Employment Agreement remain unchanged.

To confirm your agreement with the foregoing, please countersign this Amendment in the space below provided.

GAMESTOP CORP.

By: /s/ Daniel A. DeMatteo  
Name: Daniel A. DeMatteo  
Title: Executive Chairman

Agreed on May 31, 2018:

/s/ Daniel J. Kaufman  
Daniel J. Kaufman



625 WESTPORT PKWY., GRAPEVINE, TX. 76051 P: 817 424 2000 F: 817 424 2002

May 31, 2018

Mr. Troy W. Crawford  
625 Westport Parkway  
Grapevine, Texas 76051

RE: Amendment to Executive Employment Agreement

Dear Troy:

This letter agreement (this “Amendment”) amends the Executive Employment Agreement dated May 13, 2013 (the “Employment Agreement”) between you (“Executive”) and GameStop Corp. (the “Company”) as follows:

Section 3(a) of the Employment Agreement is deleted and replaced with the following: “**Base Salary.** Effective May 31, 2018, the Company shall provide Executive with an annual base salary of no less than \$500,000, paid in accordance with the Company’s normal payroll policies (as adjusted from time to time, the “Base Salary”).”

For the avoidance of doubt, your bonus opportunity for fiscal year 2018 will be determined as a weighted average of: (i) for the portion of fiscal year 2018 preceding the date of this Amendment, your target annual bonus opportunity as in effect prior to the Amendment, and (ii) for the remaining portion of fiscal year 2018 commencing on the date of this Amendment, your target annual bonus opportunity as determined based upon the salary increase described herein.

Except as otherwise set forth in this Amendment, all of the terms and conditions of the Employment Agreement remain unchanged.

To confirm your agreement with the foregoing, please countersign this Amendment in the space below provided.

GAMESTOP CORP.

By: /s/ Daniel A. DeMatteo  
Name: Daniel A. DeMatteo  
Title: Executive Chairman

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Agreed on May 31, 2018:

/s/ Troy W. Crawford

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Troy W. Crawford



625 WESTPORT PKWY., GRAPEVINE, TX. 76051 P: 817 424 2000 F: 817 424 2002

May 31, 2018

Mr. Daniel A. DeMatteo  
625 Westport Parkway  
Grapevine, Texas 76051

RE: Amendment to Executive Employment Agreement

Dear Dan:

This letter agreement (this “Amendment”) amends the Executive Employment Agreement dated May 10, 2013, as amended March 1, 2018 (the “Employment Agreement”) between you (“Executive”) and GameStop Corp. (the “Company”) as follows:

The reference to “\$400,000” in Section 3(a) of the Employment Agreement is hereby changed to “\$500,000,” effective May 31, 2018.

For the avoidance of doubt, your bonus opportunity for fiscal year 2018 will be determined as a weighted average of: (i) for the portion of fiscal year 2018 preceding the date of this Amendment, your target annual bonus opportunity as in effect prior to the Amendment, and (ii) for the remaining portion of fiscal year 2018 commencing on the date of this Amendment, your target annual bonus opportunity as determined based upon the salary increase described herein.

Except as otherwise set forth in this Amendment, all of the terms and conditions of the Employment Agreement remain unchanged.

To confirm your agreement with the foregoing, please countersign this Amendment in the space below provided.

GAMESTOP CORP.

By: /s/ Shane S. Kim  
Name: Shane S. Kim  
Title: Interim CEO

Agreed on May 31, 2018:

/s/ Daniel A. DeMatteo  
Daniel A. DeMatteo



## RETENTION AGREEMENT

THIS RETENTION AGREEMENT (the "Agreement") is made, effective May 31, 2018 (the "Effective Date"), by and between GameStop Corp., a Delaware corporation, (the "Company") and Robert A. Lloyd (the "Executive").

WHEREAS, the Executive currently serves as the Chief Operating Officer and Chief Financial Officer of the Company;

WHEREAS, in light of the Executive's significant continued contributions to the Company, the Company has determined that it is in the best interests of the Company and its stockholders to enter into this Agreement to encourage the Executive's continued employment with the Company;

NOW, THEREFORE, in consideration of the mutual covenants herein contained and other good and valuable consideration, receipt of which is hereby acknowledged, the parties agree as follows:

1. Retention Award Opportunity. This Agreement represents the Executive's right to earn up to \$2,000,000 (the "Total Award") in retention awards, provided the Executive satisfies the service requirements described below.

2. Vesting and Payment of Award Amounts.

(a) Fifty percent (50%) of the Total Award will become vested on each of May 31, 2019 and May 31, 2020, subject in each case to the Executive remaining in continuous service with the Company through the applicable vesting date.

(b) Notwithstanding the foregoing, any portion of the Total Award that has not yet vested will vest upon a termination by the Company of the Executive without Cause or a resignation by the Executive with Good Reason, subject to the Executive executing a general release of claims against the Company in a form reasonably prescribed by the Company and such release becoming irrevocable within 45 days following termination. For the purposes of this Agreement, "Cause" and "Good Reason" shall have the meanings ascribed to such terms in that certain Executive Employment Agreement between the Company and the Executive dated May 10, 2013, as amended through and including the date hereof (the "Employment Agreement").

(c) In the event that the release requirement described in Section 2(b) above is not timely fulfilled, or upon cessation of the Executive's service with the Company for any reason other than those described in Section 2(b), any unvested portion of the Total Award will immediately be forfeited by the Executive, without payment of any consideration therefor.

(d) Any portion of the Total Award that becomes vested will be paid to the Executive in cash, less applicable tax withholding, within 60 days following the applicable vesting date. In the event that a release is required because vesting occurs pursuant to Section 2(b) herein, and the 45 day period following the cessation of the Executive's services spans two calendar years, no amounts due hereunder will be paid earlier than the first day of the second calendar year within the 45 day period.

(e) For purposes of this Agreement, service with the Company will be deemed to include service with the Company's affiliates, but only during the period of such affiliation.

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3. Protective Covenants. The Executive acknowledges that the Executive has agreed to be bound by certain protective covenants during the Executive's service to the Company and following the cessation of that service pursuant to Section 10 of the Employment Agreement (the "Protective Covenants"). In consideration for the opportunity to earn the retention awards contained in this Agreement, the Executive affirms and agrees that those Protective Covenants are reasonable and necessary to protect the legitimate interests of the Company and its affiliates, that the Executive received adequate consideration in exchange for agreeing to those restrictions and that the Executive will continue to abide by those restrictions.

4. Confidentiality. The Executive agrees that the Executive will not disclose, directly or indirectly, this Agreement or the terms thereof, provided, however, that the Executive may disclose this Agreement to the Executive's accountant, financial advisor, counsel and spouse, so long as such other individual(s) agree(s) to maintain the confidentiality of this Agreement.

5. Nature of the Company's Obligation. The Company's sole obligation hereunder is to pay to the Executive specified amounts in cash in accordance with Section 2. This obligation is purely contractual and accordingly, the rights of the Executive under this Agreement will be no greater than those of an unsecured general creditor of the Company.

6. Transferability. No right to receive payment under this Agreement will be transferable or assignable by the Executive, or subject to anticipation, alienation, sale, pledge, encumbrance or attachment.

7. Section 409A. The Total Award is intended to be exempt from Section 409A of the Internal Revenue Code of 1986, as amended, (the "Code") and the regulations promulgated thereunder ("Section 409A") and should be interpreted accordingly. Nonetheless, the Company does not guarantee the tax treatment of the Total Award. Notwithstanding any provision herein to the contrary, if any payment provided to the Executive hereunder in connection with the Executive's termination of employment is determined to constitute "nonqualified deferred compensation" within the meaning of Section 409A and the Executive is determined to be a "specified employee" within the meaning of Section 409A, then such payment shall not be made until the first payroll date which is more than six months following the date of separation from service (or, if earlier, upon Executive's death). To the extent any payment hereunder is deemed to be "nonqualified deferred compensation" within the meaning of Section 409A, any payments to be made under this Agreement upon a termination of employment shall only be made upon a "separation from service" within the meaning of Section 409A. Notwithstanding anything else in this Agreement, to the extent permitted under Treas. Reg. § 1.409A-1(b)(4)(ii), payments hereunder may be delayed to the minimum extent necessary to achieve deductibility under Section 162(m) of the Code.

8. Application of Section 280G. For the avoidance of doubt, Section 5(f) of the Employment Agreement shall apply to any payments hereunder.

9. No Right to Continued Employment. This Agreement does not change the at-will nature of the Executive's employment or otherwise give the Executive the right to be retained in service with the Company or any of its affiliates for any specified period of time. The Company (or, as applicable, its affiliate) may terminate the Executive's employment at any time for any reason, free from any liability or any claim hereunder.

10. No Restrictions on Corporate Actions. Nothing in this Agreement will be construed to prevent the Company or its affiliates from taking any corporate action which is deemed by the Company or its affiliates to be appropriate or in their best interest. Neither the Executive nor the Executive's beneficiary shall have a claim against the Company or any affiliate as a result of such action.

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11. Governing Law and Venue. This Agreement will be governed by, and enforced in accordance with, the laws of the State of Texas, without regard to the application of the principles of conflicts or choice of laws. It is stipulated that Texas has a compelling state interest in the subject matter of this Agreement, and that Executive have or will have regular contact with Texas in the performance of this Agreement. The agreed upon venue and personal jurisdiction for the parties on any claims or disputes under this Agreement is Dallas County, Texas.

12. Entire Agreement. This Agreement represents the entire agreement between the parties regarding the Executive's opportunity to earn retention awards and merges and supersedes all prior and contemporaneous discussions, agreements and understandings of every nature relating to that subject matter. This Agreement may only be modified or amended in a writing signed by both parties.

13. Counterparts. This Agreement may be executed, including execution by facsimile signature, in one or more counterparts, each of which will be deemed an original, and all of which together will be deemed to be one and the same instrument.

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IN WITNESS WHEREOF, the Company has caused this Agreement to be executed by its duly authorized representative and the Executive has executed this Agreement, in each case on the date below indicated, respectively.

GAMESTOP CORP.

By: /s/ Daniel A. DeMatteo  
Name: Daniel A. DeMatteo  
Title: Executive Chairman  
Date: 5/31/2018

EXECUTIVE

By: /s/ Robert A. Lloyd  
Name: Robert A. Lloyd  
Date: 5/31/2018

*Signature Page to Retention Agreement*

## RETENTION AGREEMENT

THIS RETENTION AGREEMENT (the “Agreement”) is made, effective May 31, 2018 (the “Effective Date”), by and between GameStop Corp., a Delaware corporation, (the “Company”) and Daniel J. Kaufman (the “Executive”).

WHEREAS, the Executive currently serves as the Executive Vice President, Chief Legal and Administrative Officer, and Corporate Secretary of the Company;

WHEREAS, in light of the Executive’s significant continued contributions to the Company, the Company has determined that it is in the best interests of the Company and its stockholders to enter into this Agreement to encourage the Executive’s continued employment with the Company;

NOW, THEREFORE, in consideration of the mutual covenants herein contained and other good and valuable consideration, receipt of which is hereby acknowledged, the parties agree as follows:

1. Retention Award Opportunity. This Agreement represents the Executive’s right to earn up to \$2,000,000 (the “Total Award”) in retention awards, provided the Executive satisfies the service requirements described below.

2. Vesting and Payment of Award Amounts.

(a) Fifty percent (50%) of the Total Award will become vested on each of May 31, 2019 and May 31, 2020, subject in each case to the Executive remaining in continuous service with the Company through the applicable vesting date.

(b) Notwithstanding the foregoing, any portion of the Total Award that has not yet vested will vest upon a termination by the Company of the Executive without Cause or a resignation by the Executive with Good Reason, subject to the Executive executing a general release of claims against the Company in a form reasonably prescribed by the Company and such release becoming irrevocable within 45 days following termination. For the purposes of this Agreement, “Cause” and “Good Reason” shall have the meanings ascribed to such terms in that certain Executive Employment Agreement between the Company and the Executive dated October 1, 2012, as amended through and including the date hereof (the “Employment Agreement”).

(c) In the event that the release requirement described in Section 2(b) above is not timely fulfilled, or upon cessation of the Executive’s service with the Company for any reason other than those described in Section 2(b), any unvested portion of the Total Award will immediately be forfeited by the Executive, without payment of any consideration therefor.

(d) Any portion of the Total Award that becomes vested will be paid to the Executive in cash, less applicable tax withholding, within 60 days following the applicable vesting date. In the event that a release is required because vesting occurs pursuant to Section 2(b) herein, and the 45 day period following the cessation of the Executive’s services spans two calendar years, no amounts due hereunder will be paid earlier than the first day of the second calendar year within the 45 day period.

(e) For purposes of this Agreement, service with the Company will be deemed to include service with the Company’s affiliates, but only during the period of such affiliation.

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3. Protective Covenants. The Executive acknowledges that the Executive has agreed to be bound by certain protective covenants during the Executive's service to the Company and following the cessation of that service pursuant to Section 10 of the Employment Agreement (the "Protective Covenants"). In consideration for the opportunity to earn the retention awards contained in this Agreement, the Executive affirms and agrees that those Protective Covenants are reasonable and necessary to protect the legitimate interests of the Company and its affiliates, that the Executive received adequate consideration in exchange for agreeing to those restrictions and that the Executive will continue to abide by those restrictions.

4. Confidentiality. The Executive agrees that the Executive will not disclose, directly or indirectly, this Agreement or the terms thereof, provided, however, that the Executive may disclose this Agreement to the Executive's accountant, financial advisor, counsel and spouse, so long as such other individual(s) agree(s) to maintain the confidentiality of this Agreement.

5. Nature of the Company's Obligation. The Company's sole obligation hereunder is to pay to the Executive specified amounts in cash in accordance with Section 2. This obligation is purely contractual and accordingly, the rights of the Executive under this Agreement will be no greater than those of an unsecured general creditor of the Company.

6. Transferability. No right to receive payment under this Agreement will be transferable or assignable by the Executive, or subject to anticipation, alienation, sale, pledge, encumbrance or attachment.

7. Section 409A. The Total Award is intended to be exempt from Section 409A of the Internal Revenue Code of 1986, as amended, (the "Code") and the regulations promulgated thereunder ("Section 409A") and should be interpreted accordingly. Nonetheless, the Company does not guarantee the tax treatment of the Total Award. Notwithstanding any provision herein to the contrary, if any payment provided to the Executive hereunder in connection with the Executive's termination of employment is determined to constitute "nonqualified deferred compensation" within the meaning of Section 409A and the Executive is determined to be a "specified employee" within the meaning of Section 409A, then such payment shall not be made until the first payroll date which is more than six months following the date of separation from service (or, if earlier, upon Executive's death). To the extent any payment hereunder is deemed to be "nonqualified deferred compensation" within the meaning of Section 409A, any payments to be made under this Agreement upon a termination of employment shall only be made upon a "separation from service" within the meaning of Section 409A. Notwithstanding anything else in this Agreement, to the extent permitted under Treas. Reg. § 1.409A-1(b)(4)(ii), payments hereunder may be delayed to the minimum extent necessary to achieve deductibility under Section 162(m) of the Code.

8. Application of Section 280G. For the avoidance of doubt, Section 5(c)(v) of the Employment Agreement shall apply to any payments hereunder.

9. No Right to Continued Employment. This Agreement does not change the at-will nature of the Executive's employment or otherwise give the Executive the right to be retained in service with the Company or any of its affiliates for any specified period of time. The Company (or, as applicable, its affiliate) may terminate the Executive's employment at any time for any reason, free from any liability or any claim hereunder.

10. No Restrictions on Corporate Actions. Nothing in this Agreement will be construed to prevent the Company or its affiliates from taking any corporate action which is deemed by the Company or its affiliates to be appropriate or in their best interest. Neither the Executive nor the Executive's beneficiary shall have a claim against the Company or any affiliate as a result of such action.

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11. Governing Law and Venue. This Agreement will be governed by, and enforced in accordance with, the laws of the State of Texas, without regard to the application of the principles of conflicts or choice of laws. It is stipulated that Texas has a compelling state interest in the subject matter of this Agreement, and that Executive have or will have regular contact with Texas in the performance of this Agreement. The agreed upon venue and personal jurisdiction for the parties on any claims or disputes under this Agreement is Dallas County, Texas.

12. Entire Agreement. This Agreement represents the entire agreement between the parties regarding the Executive's opportunity to earn retention awards and merges and supersedes all prior and contemporaneous discussions, agreements and understandings of every nature relating to that subject matter. This Agreement may only be modified or amended in a writing signed by both parties.

13. Counterparts. This Agreement may be executed, including execution by facsimile signature, in one or more counterparts, each of which will be deemed an original, and all of which together will be deemed to be one and the same instrument.

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IN WITNESS WHEREOF, the Company has caused this Agreement to be executed by its duly authorized representative and the Executive has executed this Agreement, in each case on the date below indicated, respectively.

GAMESTOP CORP.

By: /s/ Daniel A. DeMatteo  
Name: Daniel A. DeMatteo  
Title: Executive Chairman  
Date: 5/31/2018

EXECUTIVE

By: /s/ Daniel J. Kaufman  
Name: Daniel J. Kaufman  
Date: 5/31/2018

*Signature Page to Retention Agreement*



## RETENTION AGREEMENT

THIS RETENTION AGREEMENT (the "Agreement") is made, effective May 31, 2018 (the "Effective Date"), by and between GameStop Corp., a Delaware corporation, (the "Company") and Troy W. Crawford (the "Executive").

WHEREAS, the Executive currently serves as the Senior Vice President, Chief Accounting Officer of the Company;

WHEREAS, in light of the Executive's significant continued contributions to the Company, the Company has determined that it is in the best interests of the Company and its stockholders to enter into this Agreement to encourage the Executive's continued employment with the Company;

NOW, THEREFORE, in consideration of the mutual covenants herein contained and other good and valuable consideration, receipt of which is hereby acknowledged, the parties agree as follows:

1. Retention Award Opportunity. This Agreement represents the Executive's right to earn up to \$1,000,000 (the "Total Award") in retention awards, provided the Executive satisfies the service requirements described below.

2. Vesting and Payment of Award Amounts.

(a) Fifty percent (50%) of the Total Award will become vested on each of May 31, 2019 and May 31, 2020, subject in each case to the Executive remaining in continuous service with the Company through the applicable vesting date.

(b) Notwithstanding the foregoing, any portion of the Total Award that has not yet vested will vest upon a termination by the Company of the Executive without Cause or a resignation by the Executive with Good Reason, subject to the Executive executing a general release of claims against the Company in a form reasonably prescribed by the Company and such release becoming irrevocable within 45 days following termination. For the purposes of this Agreement, "Cause" and "Good Reason" shall have the meanings ascribed to such terms in that certain Executive Employment Agreement between the Company and the Executive dated May 13, 2013, as amended through and including the date hereof (the "Employment Agreement").

(c) In the event that the release requirement described in Section 2(b) above is not timely fulfilled, or upon cessation of the Executive's service with the Company for any reason other than those described in Section 2(b), any unvested portion of the Total Award will immediately be forfeited by the Executive, without payment of any consideration therefor.

(d) Any portion of the Total Award that becomes vested will be paid to the Executive in cash, less applicable tax withholding, within 60 days following the applicable vesting date. In the event that a release is required because vesting occurs pursuant to Section 2(b) herein, and the 45 day period following the cessation of the Executive's services spans two calendar years, no amounts due hereunder will be paid earlier than the first day of the second calendar year within the 45 day period.

(e) For purposes of this Agreement, service with the Company will be deemed to include service with the Company's affiliates, but only during the period of such affiliation.

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3. Protective Covenants. The Executive acknowledges that the Executive has agreed to be bound by certain protective covenants during the Executive's service to the Company and following the cessation of that service pursuant to Section 10 of the Employment Agreement (the "Protective Covenants"). In consideration for the opportunity to earn the retention awards contained in this Agreement, the Executive affirms and agrees that those Protective Covenants are reasonable and necessary to protect the legitimate interests of the Company and its affiliates, that the Executive received adequate consideration in exchange for agreeing to those restrictions and that the Executive will continue to abide by those restrictions.

4. Confidentiality. The Executive agrees that the Executive will not disclose, directly or indirectly, this Agreement or the terms thereof, provided, however, that the Executive may disclose this Agreement to the Executive's accountant, financial advisor, counsel and spouse, so long as such other individual(s) agree(s) to maintain the confidentiality of this Agreement.

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8. Application of Section 280G. For the avoidance of doubt, Section 5(f) of the Employment Agreement shall apply to any payments hereunder.

9. No Right to Continued Employment. This Agreement does not change the at-will nature of the Executive's employment or otherwise give the Executive the right to be retained in service with the Company or any of its affiliates for any specified period of time. The Company (or, as applicable, its affiliate) may terminate the Executive's employment at any time for any reason, free from any liability or any claim hereunder.

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11. Governing Law and Venue. This Agreement will be governed by, and enforced in accordance with, the laws of the State of Texas, without regard to the application of the principles of conflicts or choice of laws. It is stipulated that Texas has a compelling state interest in the subject matter of this Agreement, and that Executive have or will have regular contact with Texas in the performance of this Agreement. The agreed upon venue and personal jurisdiction for the parties on any claims or disputes under this Agreement is Dallas County, Texas.

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13. Counterparts. This Agreement may be executed, including execution by facsimile signature, in one or more counterparts, each of which will be deemed an original, and all of which together will be deemed to be one and the same instrument.

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IN WITNESS WHEREOF, the Company has caused this Agreement to be executed by its duly authorized representative and the Executive has executed this Agreement, in each case on the date below indicated, respectively.

GAMESTOP CORP.

By: /s/ Daniel A. DeMatteo  
Name: Daniel A. DeMatteo  
Title: Executive Chairman  
Date: 5/31/2018

EXECUTIVE

By: /s/ Troy W. Crawford  
Name: Troy W. Crawford  
Date: 5/31/2018

*Signature Page to Retention Agreement*