

**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 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)

March 4, 2013 (March 1, 2013)

GAMESTOP CORP.

(Exact name of registrant as specified in its charter)

Delaware (State or other jurisdiction of incorporation)	1-32637 (Commission File Number)	20-2733559 (I.R.S. Employer Identification No.)
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625 Westport Parkway, Grapevine, TX (Address of principal executive offices)	76051 (Zip Code)
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Registrant's telephone number, including area code

(817) 424-2000

(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 (see General Instruction A.2. below):

- 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))

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

On March 1, 2013, the Company and Daniel A. DeMatteo, the Company's Executive Chairman, entered into an amendment to Mr. DeMatteo's Executive Employment Agreement to extend the expiration date of that agreement from March 3, 2013 to June 2, 2013. The purpose of the extension is to coordinate the expiration of Mr. DeMatteo's agreement with the expiration of the employment agreements of the Company's other named executive officers (other than Mr. Fontaine, whose employment will cease on March 3, 2013, as previously disclosed). The Company expects to enter into new employment agreements with all of its named executive officers (other than Mr. Fontaine) on or prior to June 2, 2013.

The amendment is included as Exhibit 10.1 of this Current Report on Form 8-K and is incorporated herein by reference.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits

10.1 Fourth Amendment, dated March 1, 2013, to Amended and Restated Executive Employment Agreement, dated as of December 31, 2008, as amended, between GameStop Corp. and Daniel A. DeMatteo.

SIGNATURES

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 hereunto duly authorized.

Date: March 4, 2013

GAMESTOP CORP.

(Registrant)

/s/ Robert A. Lloyd

Name: Robert A. Lloyd

Title: Executive Vice President &
Chief Financial Officer

EXHIBIT INDEX

<u>Exhibit</u>	<u>Description</u>
10.1	Fourth Amendment, dated as of March 1, 2013, to Amended and Restated Executive Employment Agreement, dated as of December 31, 2008, as amended, between GameStop Corp. and Daniel A. DeMatteo.

**FOURTH AMENDMENT TO
AMENDED AND RESTATED
EXECUTIVE EMPLOYMENT AGREEMENT**

THIS FOURTH AMENDMENT to the Amended and Restated Executive Employment Agreement between Daniel A. DeMatteo (“Executive”) and GameStop Corp. (the “Company”) dated December 31, 2008 and amended April 5, 2010, June 2, 2010 and February 9, 2011 (such agreement, as amended, the “Employment Agreement”) is entered into on March 1, 2013.

WHEREAS, the parties desire to modify the Employment Agreement as provided below.

NOW, THEREFORE, the parties hereby agree that the Employment Agreement is modified as follows:

1. **Term of Employment.** The term of Executive’s employment under the Employment Agreement shall continue through June 2, 2013, unless terminated earlier in accordance with Section 4 of the Employment Agreement.
2. **Miscellaneous.** Except as modified by this Fourth Amendment, all terms and conditions set forth in the Employment Agreement shall continue to apply and remain unchanged and in full force and effect, and any reference in the Employment Agreement to “this Agreement” shall mean the Employment Agreement, as modified by this Fourth Amendment.

IN WITNESS WHEREOF, the Parties have executed this Fourth Amendment on the date indicated above.

EXECUTIVE:

/s/ Daniel A. DeMatteo
Daniel A. DeMatteo

THE COMPANY:

GAMESTOP CORP.

By: /s/ Paul Raines
Name: Paul Raines
Title: Chief Executive Officer