

**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) June 2, 2010

GAMESTOP CORP.

(Exact Name of Registrant as Specified in Charter)

Delaware

(State or Other Jurisdiction of Incorporation)

1-32637

(Commission File Number)

20-2733559

(IRS Employer Identification No.)

625 Westport Parkway, Grapevine, Texas

(Address of Principal Executive Offices)

76051

(Zip Code)

(817) 424-2000

(Registrant's Telephone Number, Including Area Code)

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

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (*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))
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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 June 2, 2010 (the “Effective Date”), GameStop Corp. (the “Company”) announced certain promotions in the offices held by its senior management. The following executive officers were appointed to the following respective positions:

R. Richard Fontaine	Chairman International
Daniel A. DeMatteo	Executive Chairman
Paul Raines	Chief Executive Officer
Tony Bartel	President
Robert Lloyd	Executive Vice President and Chief Financial Officer

In connection with the above appointments, on the Effective Date, the Company entered into amendments (each an “Amendment”) to the Amended and Restated Executive Employment Agreements (each an “Employment Agreement”) of Messrs. Fontaine, DeMatteo, Raines and Bartel and entered into an Executive Employment Agreement with Mr. Lloyd (the “Lloyd Agreement”).

Each of the Amendments reflected the executive’s new title. In addition, the Amendment to Mr. Raines’s Employment Agreement (i) extended the term through the third anniversary of the Effective Date, with automatic annual one-year renewals thereafter unless either party gives notice of non-renewal at least six months before annual renewal, (ii) increased his minimum base annual salary to \$1,000,000, (iii) in addition to his target bonus of 100% of base salary previously established for the current fiscal year under the Company’s Supplemental Compensation Plan (the “Plan”), established an additional target bonus of 100% of his annual base salary under the Plan, and (iv) extended certain restrictive covenants to a minimum of two years after his employment with the Company ceases.

The Amendment to Mr. Bartel’s Employment Agreement (i) extended the term through the third anniversary of the Effective Date, with automatic annual one-year renewals thereafter unless either party gives notice of non-renewal at least six months before annual renewal, and (ii) increased his minimum base annual salary to \$750,000 and confirmed his target bonus for the current fiscal year under the Plan was previously established as 100% of his base salary.

The Lloyd Agreement commences on the Effective Date and continues for a period of three years thereafter, with automatic one-year annual renewals thereafter unless either party gives notice of non-renewal at least six months prior to annual renewal. Mr. Lloyd’s minimum base annual salary during the term of his employment under the Employment Agreement shall be no less than \$500,000. The Lloyd Agreement also provides for (i) annual bonus compensation for each year based on the formula and targets established under and in accordance with the Plan, (ii) in addition to his target bonus of 50% of base salary previously established for the current fiscal year, an additional target bonus of 50% of his annual base salary under the Plan, (iii) a grant on the Effective Date of 35,000 shares of restricted stock under the Company’s Incentive Plan, vesting in equal annual increments over three years, and (iv) a cash bonus per each such restricted share in an amount equal to the June 1, 2010 per share NYSE closing price, payable as and when such restricted share vests.

The Lloyd Agreement includes a severance arrangement which provides Mr. Lloyd with his base salary and average bonus through the remaining term of the Employment Agreement, with a minimum of his base salary and average bonus for one year, if his employment is terminated by the Company without Cause (as defined) or by him for Good Reason (as defined).

The above summaries of the Amendments and the Lloyd Agreement do not purport to be complete and are qualified in their entirety by reference to the actual Amendments and the Lloyd Agreement, copies of which are included as Exhibits 10.1 through 10.5 of this Current Report on Form 8-K and incorporated herein by reference.

The Press Release issued by the Company on June 2, 2010 announcing certain promotions in the offices held by its senior management is attached hereto as Exhibit 99.1.

Item 9.01 Financial Statements and Exhibits

(d) Exhibits

- 10.1 Second Amendment, dated as of June 2, 2010, to Amended and Restated Executive Employment Agreement, dated as of December 31, 2008, as amended by a First Amendment dated as of April 5, 2010, between GameStop Corp. and R. Richard Fontaine.
- 10.2 Second Amendment, dated as of June 2, 2010, to Amended and Restated Executive Employment Agreement, dated as of December 31, 2008, as amended by a First Amendment dated as of April 5, 2010, between GameStop Corp. and Daniel A. DeMatteo.
- 10.3 Amendment, dated as of June 2, 2010, to Amended and Restated Executive Employment Agreement, dated as of December 31, 2008, between GameStop Corp. and Paul Raines.
- 10.4 Amendment, dated as of June 2, 2010, to Amended and Restated Executive Employment Agreement, dated as of December 31, 2008, between GameStop Corp. and Tony Bartel.
- 10.5 Executive Employment Agreement, dated as of June 2, 2010, between GameStop Corp. and Robert Lloyd.
- 99.1 Company Press Release issued June 2, 2010.

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.

GAMESTOP CORP.

Date: June 2, 2010

By: /s/ Robert A. Lloyd
Robert A. Lloyd
Executive Vice President and Chief Financial Officer

EXHIBIT INDEX

<u>Exhibit</u>	<u>Description</u>
10.1	Second Amendment, dated as of June 2, 2010, to Amended and Restated Executive Employment Agreement, dated as of December 31, 2008, as amended by a First Amendment dated as of April 5, 2010, between GameStop Corp. and R. Richard Fontaine.
10.2	Second Amendment, dated as of June 2, 2010, to Amended and Restated Executive Employment Agreement, dated as of December 31, 2008, as amended by a First Amendment dated as of April 5, 2010, between GameStop Corp. and Daniel A. DeMatteo.
10.3	Amendment, dated as of June 2, 2010, to Amended and Restated Executive Employment Agreement, dated as of December 31, 2008, between GameStop Corp. and Paul Raines.
10.4	Amendment, dated as of June 2, 2010, to Amended and Restated Executive Employment Agreement, dated as of December 31, 2008, between GameStop Corp. and Tony Bartel.
10.5	Executive Employment Agreement, dated as of June 2, 2010, between GameStop Corp. and Robert Lloyd.
99.1	Company Press Release issued June 2, 2010.

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

THIS SECOND AMENDMENT, dated as of June 2, 2010, to Amended and Restated Executive Employment Agreement, dated as of December 31, 2008, between R. Richard Fontaine (“Executive”) and GameStop Corp. (the “Company”), as amended as of April 5, 2010 (such agreement, as previously amended, the “Original Agreement”). (Defined terms used herein shall have the respective meanings ascribed thereto in the Original Agreement.)

WHEREAS, Executive has voluntarily agreed to modify his position and duties effective June 2, 2010 and, as of such date, Executive will no longer be Executive Chairman of the Company; and

WHEREAS, as a result, the Parties desire to modify the Original Agreement as provided below;

NOW, THEREFORE, the Parties hereby agree that the Original Agreement shall be modified as follows:

1. **Executive’s Position/Duties.** From the date hereof through March 3, 2013, Executive shall be Chairman International of the Company. For such period, Executive shall perform such duties as designated by the Executive Chairman of the Company. Executive’s employment with the Company shall automatically terminate effective March 3, 2013, without further notice on the part of either Party, and with no subsequent renewal terms.
2. **Miscellaneous.** Except as modified by this Amendment *mutatis mutandis*, all terms and conditions set forth in the Original Agreement shall continue to apply and remain unchanged and in full force and effect, and any reference in the Original Agreement to “this Agreement” shall mean the Original Agreement as modified by this Amendment.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have executed this Amendment as of the date first above written.

EXECUTIVE:

/s/ R. Richard Fontaine
R. Richard Fontaine

THE COMPANY:

GAMESTOP CORP.

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

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

THIS SECOND AMENDMENT, dated as of June 2, 2010, to Amended and Restated Executive Employment Agreement, dated as of December 31, 2008, between Daniel A. DeMatteo (“Executive”) and GameStop Corp. (the “Company”), as amended as of April 5, 2010 (such agreement, as previously amended, the “Original Agreement”). (Defined terms used herein shall have the respective meanings ascribed thereto in the Original Agreement.)

WHEREAS, the Parties desire to modify the Original Agreement as provided below;

NOW, THEREFORE, the Parties hereby agree that the Original Agreement shall be modified as follows:

1. **Executive’s Position/Duties.** Effective as of the date hereof, during the term of the Original Agreement, including any renewal term, Executive shall be Executive Chairman of the Company, and shall have all of the duties and responsibilities of that position.
2. **Miscellaneous.** Except as modified by this Amendment *mutatis mutandis*, all terms and conditions set forth in the Original Agreement shall continue to apply and remain unchanged and in full force and effect, and any reference in the Original Agreement to “this Agreement” shall mean the Original Agreement as modified by this Amendment.

IN WITNESS WHEREOF, the Parties have executed this Amendment as of the date first above written.

EXECUTIVE:

/s/ Daniel A. DeMatteo
Daniel A. DeMatteo

THE COMPANY:

GAMESTOP CORP.

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

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

THIS AMENDMENT, dated as of June 2, 2010, to Amended and Restated Executive Employment Agreement, dated as of December 31, 2008, between Paul Raines (“Executive”) and GameStop Corp. (the “Company”) (such agreement, the “Original Agreement”). (Defined terms used herein shall have the respective meanings ascribed thereto in the Original Agreement.)

WHEREAS, the Parties desire to modify the Original Agreement as provided below;

NOW, THEREFORE, the Parties hereby agree that the Original Agreement shall be modified as follows:

- 1. Executive’s Position/Duties.** Effective as of the date hereof, during the term of the Original Agreement, including any renewal term, Executive shall be Chief Executive Officer of the Company, and shall have all of the duties and responsibilities of that position.
 - 2. Term of Employment.** The term of Executive’s employment shall continue for a period of three years following the date hereof, unless terminated earlier in accordance with Section 4 of the Original Agreement. At the expiration (but not earlier termination) of the term (including any renewal term), the term of Executive’s employment shall automatically renew for an additional period of one year, unless either party has given the other party written notice of non-renewal at least six months prior to such expiration.
 - 3. Base Salary Compensation and Current Year Target Bonus.** During the term of Executive’s employment, the Company shall provide Executive with a Base Salary of no less than one million dollars (\$1,000,000) per year, paid in accordance with the Company’s normal payroll policies. In addition to the Executive’s target bonus of 100% of Base Salary previously established for the current fiscal year under the Company’s Supplemental Compensation Plan (the “Plan”), Executive shall be entitled to an additional target bonus of 100% of his annual Base Salary with respect to an additional target for the period from the Effective Date through the end of the current fiscal year as established under the Plan by the Compensation Committee of the Board.
 - 4. Protective Covenants.** Clause (ii) of each of Sections 10(c), 10(d) and 10(e) of the Original Agreement shall hereafter read “(ii) two years after Executive’s employment with the Company ceases.”
 - 5. Miscellaneous.** Except as modified by this Amendment *mutatis mutandis*, all terms and conditions set forth in the Original Agreement shall continue to apply and remain unchanged and in full force and effect, and any reference in the Original Agreement to “this Agreement” shall mean the Original Agreement as modified by this Amendment.
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IN WITNESS WHEREOF, the Parties have executed this Amendment as of the date first above written.

EXECUTIVE:

/s/ Paul Raines
Paul Raines

THE COMPANY:

GAMESTOP CORP.

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

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

THIS AMENDMENT, dated as of June 2, 2010, to Amended and Restated Executive Employment Agreement, dated as of December 31, 2008, between Tony Bartel (“Executive”) and GameStop Corp. (the “Company”) (such agreement, the “Original Agreement”). (Defined terms used herein shall have the respective meanings ascribed thereto in the Original Agreement.)

WHEREAS, the Parties desire to modify the Original Agreement as provided below;

NOW, THEREFORE, the Parties hereby agree that the Original Agreement shall be modified as follows:

1. **Executive’s Position/Duties.** Effective as of the date hereof, during the term of the Original Agreement, including any renewal term, Executive shall be President of the Company, and shall have all of the duties and responsibilities of that position.
2. **Term of Employment.** The term of Executive’s employment shall continue for a period of three years following the date hereof, unless terminated earlier in accordance with Section 4 of the Original Agreement. At the expiration (but not earlier termination) of the term (including any renewal term), the term of Executive’s employment shall automatically renew for an additional period of one year, unless either party has given the other party written notice of non-renewal at least six months prior to such expiration.
3. **Base Salary Compensation and Current Year Target Bonus.** During the term of Executive’s employment, the Company shall provide Executive with a Base Salary of no less than seven hundred fifty thousand dollars (\$750,000) per year, paid in accordance with the Company’s normal payroll policies. Executive’s target bonus for the current fiscal year under the Company’s Supplemental Compensation Plan has been previously established as 100% of the Executive’s Base Salary.
4. **Miscellaneous.** Except as modified by this Amendment *mutatis mutandis*, all terms and conditions set forth in the Original Agreement shall continue to apply and remain unchanged and in full force and effect, and any reference in the Original Agreement to “this Agreement” shall mean the Original Agreement as modified by this Amendment.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have executed this Amendment as of the date first above written.

EXECUTIVE:

/s/ Tony Bartel
Tony Bartel

THE COMPANY:

GAMESTOP CORP.

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

EXECUTIVE EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT (this "Agreement") entered into between Robert Lloyd ("Executive") and GameStop Corp. (the "Company"), collectively referred to as the "Parties," with an "Effective Date" of June 2, 2010.

The Parties hereby agree as follows:

1. Executive's Position/Duties. During the term of this Agreement, Executive will be employed as the Executive Vice President and Chief Financial Officer of the Company, and shall have all of the duties and responsibilities of that position. Executive shall be considered a key employee of the Company and shall be entitled to all the Company benefits afforded to key employees. Executive agrees to dedicate all of his working time (during normal working hours other than during excused absences such as for illness or vacation), skill and attention to the business of the Company, agrees to remain loyal to the Company, and not to engage in any conduct that creates a conflict of interest to, or damages the reputation of, the Company. Executive shall abide by the Company's Code of Ethics and Code of Ethics for Senior Financial Officers.

2. Term of Employment. Executive's employment under this Agreement will commence on the Effective Date, and will continue for a period of three years, unless terminated earlier in accordance with the provisions of this Agreement. At the expiration (but not earlier termination) of the term (including any renewal term), the term of this Agreement shall automatically renew for an additional period of one year, unless either party has given the other party written notice of non-renewal at least six months prior to such expiration.

3. Compensation.

(a) **Base Salary.** During the term of this Agreement, the Company shall provide Executive with a base salary of no less than five hundred thousand dollars (\$500,000) per year, paid in accordance with the Company's normal payroll policies ("Base Salary").

(b) **Bonuses/Distributions.** Each year during the term of this Agreement, the Company shall provide Executive with a bonus based on the formula and targets established under and in accordance with the Company's Supplemental Compensation Plan (the "Plan"). Executive may receive additional bonuses at the discretion of the Board of Directors of the Company (the "Board"). In addition to the Executive's target bonus of 50% of Base Salary previously established for the current fiscal year, Executive shall be entitled to an additional target bonus of 50% of his annual Base Salary with respect to an additional target for the period from the Effective Date through the end of the current fiscal year as established under the Plan by the Compensation Committee of the Board.

(c) **Benefits.** Executive shall be entitled to all benefits, including, but not limited to, stock and stock option benefits, insurance programs, pension plans, vacation, sick leave, expense accounts, and retirement benefits, as afforded other management personnel or as determined by the Board. On the Effective Date, Executive shall receive a grant of 35,000 shares of restricted stock of the Company under the Company's Incentive Plan, vesting in equal thirds on the first,

second and third anniversaries of the Effective Date. Executive shall also be entitled to a cash bonus equal to the June 1, 2010 NYSE closing price of each such restricted share payable as and when such restricted share vests.

(d) **Expenses.** The Company shall reimburse Executive for reasonable expenses incurred in the performance of his duties and services hereunder and in furtherance of the business of the Company, in accordance with the policies and procedures established by the Company.

(e) **Reimbursement of Expenses.** Notwithstanding any provision in this Section 3 to the contrary, no expenses incurred after the term of this Agreement shall be subject to reimbursement, except to the extent provided under this Section 3(e). The amount of expenses eligible for reimbursement during a year shall not affect the expenses eligible for reimbursement in any other year. Reimbursement of an eligible expense shall be made in accordance with the Company's policies and practices and as otherwise provided herein, provided that in no event shall reimbursement be made after the last day of the year following the year in which the expense was incurred. The right to reimbursement is not subject to liquidation or exchange for another benefit.

4. **Termination of Employment.** Executive's employment with the Company may be terminated as follows:

(a) **Death.** In the event of Executive's death, Executive's employment will be terminated immediately.

(b) **Disability.** In the event of Executive's Disability, as defined below, Executive's employment will be terminated immediately. "Disability" shall mean a written determination by a physician mutually agreeable to the Company and Executive (or, in the event of Executive's total physical or mental disability, Executive's legal representative) that Executive is physically or mentally unable to perform his duties of Executive Vice President and Chief Financial Officer under this Agreement and that such disability can reasonably be expected to continue for a period of six consecutive months or for shorter periods aggregating 180 days in any 12-month period.

(c) **Termination by the Company for Cause.** The Company shall be entitled to terminate Executive's employment at any time if it has "Cause," which shall mean 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 that results in a material and demonstrable damage to the business or reputation of the Company; (iii) breach by Executive of any of the covenants contained in Sections 8, 10(c), 10(d) or 10(e) below; or (iv) willful refusal by Executive to perform his obligations under this Agreement or the lawful direction of the Board that is not the result of Executive's death, Disability, physical incapacity or Executive's termination of the Agreement, and that is not corrected within thirty (30) days following written notice thereof to Executive by the Company, such notice to state with specificity the nature of the willful refusal.

(d) **Without Cause.** Either the Company or Executive may terminate Executive's employment at any time without cause upon written notice.

(e) **Termination by Executive with Good Reason.** Executive shall be entitled to terminate his employment within 12 months after any of the following events (each of which shall constitute “Good Reason”):

(i) a material diminution in Executive’s compensation;

(ii) a material diminution in Executive’s authority, duties, or responsibilities; or

(iii) the Company requires Executive to move to another location of the Company or any affiliate of the Company and the distance between Executive’s former residence and new job site is at least 50 miles greater than the distance between Executive’s former residence and former job site.

Notwithstanding the foregoing, Executive shall notify Company in writing if he believes Good Reason exists. Such notice shall set forth in reasonable detail why Executive believes Good Reason exists and shall be provided to the Company within a period not to exceed 90 days of the initial existence of the condition alleged to give rise to Good Reason, upon the notice of which the Company shall have a period of 30 days during which it may remedy the condition.

(f) **Termination by Executive Following a Change in Control.** Following a Change in Control of the Company, Executive shall be entitled to terminate his employment within 30 days following the later of the end of the calendar year within which such Change in Control occurs or the end of the taxable year of the Company within which such Change in Control occurs (such date, the “CIC Termination Date”). For purposes of this Agreement, a “Change in Control” of the Company shall be deemed to have occurred upon the occurrence of one of the following events provided such event constitutes a change in control under Section 409A of the Internal Revenue Code of 1986, as amended (the “Code”), and the regulations and other guidance issued thereunder:

(i) Any one person or more than one person acting as a group (as defined in accordance with Section 409A of the Code and the regulations and other guidance issued thereunder), acquires ownership of stock of the Company that, together with stock held by such person or group, constitutes greater than fifty percent (50%) of the total fair market value or total voting power of the stock of the Company;

(ii) Any one person or more than one person acting as a group (as defined in accordance with Section 409A of the Code and the regulations and other guidance issued thereunder), acquires (or has acquired during the 12-month period ending on the date of the most recent acquisition by such person or persons) ownership of stock of the Company possessing 30% or more of the total voting power of the stock of such Company; or a majority of the individuals constituting the Board is replaced during any 12-month period by members whose appointment or election is not endorsed by a majority of the members of the Board prior to the date of the appointment or election; or

(iii) Any one person or more than one person acting as a group (as defined in accordance with Section 409A of the Code and the regulations and other guidance issued thereunder), acquires (or has acquired during the 12-month period ending on the date of the most recent acquisition by such person or persons) assets from the Company that have a total gross fair market value equal to or more than 40% of the total gross fair market value of all of the assets of the Company immediately prior to such acquisition or acquisitions. For this purpose, gross fair market value means the value of the assets of the Company or the value of the assets being disposed of determined without regard to any liabilities associated with such assets.

5. Compensation and Benefits Upon Termination.

(a) If Executive's employment is terminated by reason of death or Disability, the Company shall pay Executive's Base Salary, at the rate then in effect, in accordance with the payroll policies of the Company, through the date of Executive's death or Disability (in the event of Executive's death, the payments will be made to Executive's beneficiaries or legal representatives) and Executive shall not be entitled to any further Base Salary or any applicable bonus, benefits or other compensation for that year or any future year, except as may be provided in an applicable benefit plan or program, or to any severance compensation of any kind, nature or amount.

(b) If Executive's employment is terminated by Executive (i) without Good Reason or (ii) other than by the CIC Termination Date following a Change in Control; or by the Company for Cause, the Company will pay to Executive all Base Salary, at the rate then in effect, through the date of Executive's termination of active employment and Executive shall not be entitled to any further Base Salary or any applicable bonus, benefits or other compensation for that year or any future year, except as may be provided in an applicable benefit plan or program, or to any severance compensation of any kind, nature or amount.

(c) If, during the term of this Agreement, (i) Executive terminates his employment for Good Reason, provided that such termination is within 12 months following the initial existence of one or more conditions giving rise to Good Reason; (ii) Executive terminates his employment by the CIC Termination Date following a Change in Control; or (iii) the Company terminates Executive's employment without Cause, the Company will pay to Executive all amounts otherwise payable under this Agreement, at the rate then in effect, through the date of Executive's termination, and the following paragraphs (i) through (vi) shall apply:

(i) *Base Salary and Payment Schedule.* The Company shall pay Executive an amount equal to the greater of: (A) Executive's Base Salary, at the rate then in effect, otherwise payable through the term of this Agreement; or (B) Executive's Base Salary, at the rate then in effect, for one year. Such payment shall be made to Executive in a lump sum within 30 days following the date of Executive's termination of employment.

(ii) *Bonus.* The Company shall pay Executive an amount equal to the average of the Executive's last three (3) gross annual bonuses multiplied by the greater of (A) one or (B) the number of years (including any fraction thereof) otherwise remaining through

the term of this Agreement. Such payment shall be made to Executive in a lump sum within 30 days following the date of Executive's termination of employment.

(iii) *Medical Benefits.* Upon Executive's termination, Executive will be eligible to elect individual and dependent continuation group health and (if applicable) dental coverage, as provided under Section 4980B(f) of the Code ("COBRA"), for the maximum COBRA coverage period available, subject to all conditions and limitations (including payment of premiums and cancellation of coverage upon obtaining duplicate coverage or Medicare entitlement). If Executive or one or more of Executive's covered dependents is eligible for and elects COBRA coverage, then the Company shall pay the full cost of the COBRA coverage for the eighteen (18) month period following Executive's termination date. Executive (or dependents, as applicable) shall be responsible for paying the full cost of the COBRA coverage (including the two percentage administrative charge) after the earlier of (A) the expiration of eighteen months following Executive's termination date, or (B) eligibility for coverage under another employer's medical plan.

(iv) *Vacation.* Executive shall be entitled to a payment attributable to Base Salary, at the rate then in effect, for unused vacation accrued. Such payment shall be made to Executive in a lump sum within 30 days following the date of Executive's termination of employment.

(v) *Section 280G Limitation.* Notwithstanding anything to the contrary contained herein, in the case of a termination of employment subject to the excise tax under Code Section 280G, or any successor provision thereto, the maximum amount payable pursuant to this Section 5(c) shall be the maximum amount payable to Executive without triggering an excise tax under Code Section 280G, or any successor provision thereto. Any amount eliminated or reduced by application of this subsection to avoid the payment of an excise tax under Code Section 280G shall be made to payments that do not constitute "deferred compensation" within the meaning of Code Section 409A.

6. Stock and Options.

Release of Stock Restrictions. The Company hereby agrees and acknowledges that in the event of Executive's death or Disability, or upon the Company's termination of Executive's employment without Cause or Executive's termination of his employment for Good Reason or by the CIC Termination Date following a Change in Control, all restrictions imposed by the Company with respect to all shares of stock and all stock options issued to Executive during his employment with the Company shall lapse and be of no further force or effect; provided, however, that such restrictions shall only lapse and be of no further force or effect to the extent such lapse shall not effect the character of such stock or stock options which are intended to qualify for the performance-based compensation exception to the limitations imposed under Code Section 162(m) as performance-based compensation on grant within the meaning of Code Section 162(m) and the regulations promulgated thereunder. The Company hereby further agrees and acknowledges that all shares of stock issued to Executive have been or will be registered under the Securities Act of 1933, as amended (the "Securities Act"). The Company further agrees to use all best efforts to deliver to Executive as soon as is practicable, certificates

registered in Executive's name evidencing all previously unvested shares, which stock certificates shall contain no restrictive legend except as may be required under the Securities Act.

7. Specified Employee Determination. Notwithstanding any provision herein to the contrary, in the event that Executive is determined to be a specified employee within the meaning of Code Section 409A under the default provisions established thereunder, for purposes of any payment on termination of employment under this Agreement, payment(s) shall be made or begin, as applicable, on 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 required to avoid any adverse tax consequences under Code Section 409A.

8. Confidentiality/Settlement of Existing Rights.

(a) In order to induce Executive to enter into this Agreement, and in order to enable Executive to provide services on behalf of the Company, during the term of this Agreement, the Company will provide Executive with access to certain trade secrets and confidential or proprietary information belonging to the Company, which may include, but is not limited to, the identities, customs, and preferences of the Company's existing and prospective clients, customers, tenants or vendors; the identities and skills of the Company's employees; the Company's methods, procedures, analytical techniques, and models used in providing products and services, and in pricing or estimating the cost of such products and services; the Company's financial data, business and marketing plans, projections and strategies; customer lists and data; tenant lists and data, vendor lists and data; training manuals, policy manuals, and quality control manuals; software programs and information systems; and other information relating to the development, marketing, and provision of the Company's products, services, and systems (i.e., "Confidential Information"). Executive acknowledges that this Confidential Information constitutes valuable, special and unique property of the Company.

(b) Executive agrees that, except as may be necessary in the ordinary course of performing his duties under this Agreement, Executive shall not, without prior express written consent of the Company (i) use such Confidential Information for Executive's own benefit or for the benefit of another; or (ii) disclose, directly or indirectly, such Confidential Information to any person, firm, corporation, partnership, association, or other entity (except for authorized personnel of the Company) at any time prior or subsequent to the termination or expiration of this Agreement.

(c) By this Agreement, the Company is providing Executive with rights that Executive did not previously have. In exchange for the foregoing and the additional terms agreed to in this Agreement, Executive agrees that all Company Proprietary and Confidential Information learned or developed by Executive during past employment with the Company and all goodwill developed with the Company's clients, customers and other business contacts by Executive during past employment with the Company is now the exclusive property of the Company, and will be used only for the benefit of the Company, whether previously so agreed or not. Executive expressly waives and releases any claim or allegation that he should be able to use client and customer goodwill, specialized Company training, or Confidential Information, that was previously received or developed by Executive while working for the Company for the benefit of any competing person or entity.

9. Return of Company Property. Executive acknowledges that all memoranda, notes, correspondence, databases, discs, records, reports, manuals, books, papers, letters, CD Roms, keys, passwords and access codes, client/customer/vendor/supplier profile data, contracts, orders, and lists, software programs, information and records, and other documentation (whether in draft or final form) relating to the Company's business, and any and all other documents containing Confidential Information furnished to Executive by any representative of the Company or otherwise acquired or developed by him in connection with his association with the Company (collectively, "*Recipient Materials*") shall at all times be the property of the Company. Within twenty-four (24) hours of the termination of his relationship with the Company, Executive promises to return to the Company any Recipient Materials that are in his possession, custody or control, regardless of whether such Materials are located in Executive's office, automobile, or home or on Executive's business or personal computers. Executive also shall authorize and permit the Company to inspect all computer drives used or maintained by Executive during his employment or consulting at the Company and, if necessary, to permit the Company to delete any Recipient Materials or Proprietary Information contained on such drives.

10. Protective Covenants. Executive agrees that the following covenants are reasonable and necessary agreements for the protection of the business interests covered in the fully enforceable, ancillary agreements set forth in this Agreement:

(a) **Definitions.** "Competing Business" means any person or entity that provides services or products that would compete with or displace any services or products sold or being developed for sale by the Company during the term of this Agreement, or engages in any other activities so similar in nature or purpose to those of the Company that they would displace business opportunities or customers of the Company.

(b) **Recordkeeping and Handling of Covered Items.** Executive agrees to keep and maintain current written records of all customer contacts, inventions, enhancement, and plans he develops regarding matters that are within the scope of the Company's business operations or that relate to research and development on behalf of the Company, and agrees to maintain any records necessary to inform the Company of such business opportunities. All Company Information and other Company documents and materials maintained or entrusted to Executive shall remain the exclusive property of the Company at all times; such materials shall, together with all copies thereof, be returned and delivered to the Company by Executive immediately without demand, upon termination of Executive's relationship with the Company, and shall be returned at a prior time if the Company so demands.

(c) **No Interference with Employee/Independent Contractor Relationships.** Executive agrees that through the later of (i) the expiration (but not earlier termination) of the three-year term (or any one-year renewal term) of this Agreement or (ii) two years after Executive's employment with the Company ceases, Executive will not, either directly or indirectly, participate in recruiting or hiring away any employees or independent contractors of the Company, or encourage or induce any employees, agents, independent contractors or investors of the Company to terminate their relationship with the Company, unless given the prior written consent of the Board to do so.

(d) **No Interference with Client/Customer Relationships.** Executive agrees that through the later of (i) the expiration (but not earlier termination) of the three-year term (or any one-year renewal term) of this Agreement or (ii) two years after Executive's employment with the Company ceases, Executive will not induce or attempt to induce any client or customer of the Company to diminish, curtail, divert, or cancel its business relationship with the Company. The restrictions set forth in this paragraph shall apply worldwide, which the parties stipulate is a reasonable geographic area because of the scope of the Company's operations and Executive's activities.

(e) **No Unfair Competition.** Executive agrees that through the later of (i) the expiration (but not earlier termination) of the three-year term (or any one-year renewal term) of this Agreement or (ii) two years after Executive's employment with the Company ceases, Executive will not participate in, work for, or assist a Competing Business in any capacity (as owner, employee, consultant, contractor, officer, director, lender, investor, agent, or otherwise), unless given the prior written consent of the Board to do so. The restrictions set forth in this paragraph shall apply worldwide, which the parties stipulate is a reasonable geographic area because of the scope of the Company's operations and Executive's activities. This paragraph creates a narrowly tailored advance approval requirement in order to avoid unfair competition and irreparable harm to the Company and is not intended or to be construed as a general restraint from engaging in a lawful profession or a general covenant against competition, and is ancillary to the Company's agreement contained herein to employ Executive for a definite term. Nothing herein will prohibit ownership of less than 5% of the publicly traded capital stock of a corporation so long as this is not a controlling interest, or ownership of mutual fund investments. Executive acknowledges and agrees that this subsection (e) is reasonable and necessary to protect the trade secrets, confidential information and goodwill of the Company.

(f) **Remedies.** In the event of breach or threatened breach by Executive of any provision of Section 10 hereof, the Company shall be entitled to (i) injunctive relief by temporary restraining order, temporary injunction, and/or permanent injunction; (ii) recovery of all attorneys' fees and costs incurred by the Company in obtaining such relief; and (iii) any other legal and equitable relief to which may be entitled, including, without limitation, any and all monetary damages that the Company may incur as a result of said breach or threatened breach, in each case without the necessity of posting any bond. The Company may pursue any remedy available, including declaratory relief, concurrently or consecutively in any order as to any breach, violation, or threatened breach or violation, and the pursuit of one such remedy at any time will not be deemed an election of remedies or waiver of the right to pursue any other remedy.

(g) **Early Resolution Conference.** This Agreement is understood to be clear and enforceable as written and is executed by both parties on that basis. However, should Executive later challenge any provision as unclear, unenforceable or inapplicable to any competitive activity that Executive intends to engage in, Executive will first notify the Company in writing and meet with a Company representative and a neutral mediator (if the Company elects to retain one at its expense) to discuss resolution of any disputes between the parties. Executive will provide this notification at least fourteen (14) days before Executive engages in any activity on behalf of a Competing Business or engages in other activity that could foreseeably fall within a questioned restriction. The failure to comply with this requirement shall waive Executive's right

to challenge the reasonable scope, clarity, applicability, or enforceability of the Agreement and its restrictions at a later time. All rights of both parties will be preserved if the Early Resolution Conference requirement is complied with even if no agreement is reached in the conference.

11. Merger or Acquisition Disposition and Assignment. In the event the Company should consolidate, or merge into another entity, or transfer all or substantially all of its assets or operations to another Person, or divide its assets or operations among a number of entities, this Agreement shall continue in full force and effect with regard to the surviving entity and may be assigned by the Company if necessary to achieve this purpose. Executive's obligations under this Agreement are personal in nature and may not be assigned by Executive to another Person.

12. Notices. All notices, requests, consents, and other communications under this Agreement shall be in writing and shall be deemed to have been delivered on the date personally delivered or on the date deposited in a receptacle maintained by the United States Postal Service for such purpose, postage prepaid, by certified mail, return receipt requested, or by express mail or overnight courier, addressed to the address indicated under the signature block for that party provided below. Either party may designate a different address by providing written notice of a new address to the other party.

13. Severability. If any provision contained in this Agreement is determined to be void, illegal or unenforceable by a court of competent jurisdiction, in whole or in part, then the other provisions contained herein shall remain in full force and effect as if the provision that was determined to be void, illegal, or unenforceable had not been contained herein. In making any such determination, the determining court shall deem any such provision to be modified so as to give it the maximum effect permitted by applicable law.

14. Waiver, Construction and Modification. The waiver by any party hereto of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by any party. This Agreement may not be modified, altered or amended except by written agreement of all the parties hereto.

15. Governing Law and Venue. It is the intention of the parties that the laws of the State of Texas should govern the validity of this Agreement, the construction of its terms, and the interpretation of the rights and duties of the parties hereto without regard to any contrary conflicts of laws principles. It is stipulated that Texas has a compelling state interest in the subject matter of this Agreement, and that Executive has 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.

16. Representation of Executive. Executive hereby represents and warrants to the Company that Executive has not previously assumed any obligations that would prevent him from accepting, retaining and/or engaging in full employment with the Company, or which Executive could violate in the ordinary course of his duties for the Company. Further, Executive hereby represents and warrants to the Company that Executive has not previously assumed any obligations that are inconsistent with those contained in this Agreement, and that he will not use, disclose, or otherwise rely upon any confidential information or trade secrets

derived from any previous employment, if Executive has any, in the performance of his duties on behalf of the Company. Further, Executive acknowledges that he has read and is fully familiar with the terms of this Agreement, has had a reasonable opportunity to consider this Agreement and to seek legal counsel, and after such review, Executive stipulates that the promises made by him in this Agreement are not greater than necessary for the protection of the Company's good will and other legitimate business interests and do not create undue hardship for Executive or the public.

17. Withholding Taxes. The Company may withhold from any and all amounts payable under this Agreement such federal, state, local and any other applicable taxes as the Company determines in its sole discretion are required to be withheld pursuant to any applicable law or regulation.

18. Compliance with Code Section 409A. All provisions of this Agreement shall be interpreted in a manner consistent with Code Section 409A and the regulations and other guidance promulgated thereunder. Notwithstanding the preceding, the Company makes no representations concerning the tax consequences of Executive's participation in this Agreement under Code Section 409A or any other federal, state or local tax law. Executive's tax consequences will depend, in part, upon the application of relevant tax law, including Code Section 409A, to the relevant facts and circumstances.

19. Complete Agreement. Except for the existing Stock Option Agreements and Restricted Stock Agreements between the Company and Executive, which shall continue in full force and effect, this Agreement contains the complete agreement and understanding concerning the employment arrangement between the parties and will supersede all other agreements, understandings or commitments between the parties as to such subject matter. The parties agree that neither of them has made any representations concerning the subject matter of this Agreement except such representations as are specifically set forth herein. The parties agree that, except as specifically contemplated by this Agreement, this Agreement supersedes any other agreement, plan or arrangement that may now exist that may otherwise apply to or include Executive regarding employment, compensation, bonus, severance or retention benefits, that any such agreements, plans or arrangements are hereby terminated with respect to Executive and that none of the Company nor any affiliate of the Company will have any liability or obligation to Executive, his heirs, successors or beneficiaries with respect to the existence or termination of any such agreements, plans or arrangements, notwithstanding the terms of any of them.

20. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the Company, its successors, legal representatives and assigns, and upon Executive, his heirs, executors, administrators, representatives and assigns. It is specifically agreed that upon the occurrence of any of the events specified in Section 11 above, the provisions of this Employment Agreement shall be binding upon and inure to the benefit of and be assumed by any surviving or resulting Person or any such Person to which such assets shall be transferred.

21. Captions. The Section and other headings used in this Agreement are for the convenience of the parties only, are not substantive and shall not affect the meaning or interpretation of any provision of this Agreement.

22. Counterparts. This Agreement may be signed in counterparts, which together shall constitute one and the same agreement.

IN WITNESS WHEREOF, the parties agree to each of the foregoing terms.

EXECUTIVE:

/s/ Robert Lloyd
Robert Lloyd

Address: c/o GameStop Corp.
625 Westport Parkway
Grapevine, TX 76051

THE COMPANY:

GAMESTOP CORP.

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

Address: GameStop Corp.
625 Westport Parkway
Grapevine, TX 76051

**Media Contact:**

Chris Olivera
Vice President,
Corporate Communications
GameStop Corp.
(817) 424-2130

Investor Contact:

Matt Hodges
Director,
Investor Relations
GameStop Corp.
(817) 424-2130

GAMESTOP ANNOUNCES KEY EXECUTIVE PROMOTIONS

GRAPEVINE, Texas, (June 2, 2010) – The Board of Directors of GameStop Corp. (NYSE: GME), the world’s largest video game and entertainment software retailer, today announced the promotion of existing executives into new positions within the company. The promotions include: Daniel A. DeMatteo, Executive Chairman, from Chief Executive Officer; J. Paul Raines, Chief Executive Officer, from Chief Operating Officer; Tony D. Bartel, President, from Executive Vice President, Merchandising and Marketing; and Robert A. Lloyd, Executive Vice President and Chief Financial Officer, from Senior Vice President and Acting Interim Chief Financial Officer. As announced in January 2010, Michael K. Mauler was promoted to Executive Vice President, GameStop International.

“I am pleased to congratulate the team along with our board on the execution of this succession plan that has been two years in the making,” indicated Dan DeMatteo. “Paul, Tony, Rob and Mike are filling key positions that will allow GameStop to continue its growth both here and internationally. This includes expansion into new markets and continued focus on strategic initiatives such as our new loyalty program, downloadable content (DLC) marketing and sales, and the evolution of GameStop.com into a robust digital platform.”

The executive team and their areas of responsibility include:

- Daniel A. DeMatteo, Executive Chairman. DeMatteo will continue to define strategic brick and mortar growth objectives, as well as oversee development of both domestic and international digital initiatives. DeMatteo had been the Chief Executive Officer of GameStop since August 2008. He served as Vice Chairman of the Board and Chief Operating Officer from March 2005 to August 2008. Prior to March 2005, he served as President and Chief Operating Officer of GameStop or the predecessor companies since November 1996. He has served on the Board since 2002, and he has been an executive officer in the video game industry since 1988.
- J. Paul Raines, Chief Executive Officer. Raines is charged with working closely with the Executive Chairman to develop the company’s long-term strategic direction and to lead the management team to execute supporting goals. Raines joined GameStop as Chief Operating Officer in September 2008. Previously he spent eight years with The Home Depot in various management positions in retail operations, including serving as the Executive Vice President of U.S. Stores and President of the Southern Division. Prior to Home Depot, Raines spent four years in global sourcing for L.L. Bean and 10 years with Kurt Salmon Associates in their consumer products group. He presently sits on the Board of Directors of Advanced Auto Parts.
- Tony D. Bartel, President. In this newly-created position, Bartel will lead the company’s digital growth strategy. Bartel has been instrumental in defining the company’s multi-channel approach and will now be responsible for spearheading GameStop’s digital and online enterprises. He has been the Executive Vice President of Merchandising and Marketing since March 2007. Prior to that, he was the Senior Vice President of International Finance, a role he held since joining GameStop in 2005. Prior to GameStop, Bartel was Chief Administrative Officer for NCH Corporation from 2003 to 2005. From 1989 to 2003, he held various positions with PepsiCo and Yum Brands, Inc., including operational finance, strategic planning, controller and eventually Chief Financial Officer of Pizza Hut. Prior to 1989, Bartel held various positions with KPMG Peat Marwick.
- Robert A. Lloyd, CPA, Executive Vice President and Chief Financial Officer. Previously named Interim Chief Financial Officer in February 2010, Lloyd has been appointed the company’s full-time CFO. He served under GameStop’s previous CFO as Senior Vice President and Chief Accounting Officer since October 2005. Prior to that,

Lloyd was the Vice President – Finance of GameStop or its predecessor companies from October 2000, and he was the Controller of GameStop’s predecessor companies from December 1996 to October 2000. From 1988 to 1996, Lloyd held various financial management positions as Controller or Chief Financial Officer within the telecommunications industry. Prior to May 1988, Lloyd was with Ernst & Young.

- Michael K. Mauler, Executive Vice President, GameStop International. Formerly GameStop’s Senior Vice President of Supply Chain and International Support, Mauler was appointed earlier this year to lead the company’s international divisions and drive their growth. Mauler served as Electronics Boutique’s Vice President of Logistics before the company was acquired by GameStop in late 2005. He has also held senior positions with Baxter Healthcare, Dade Behring and Fisher Scientific, where he led operations for 22 countries.

The Board also reiterated that R. Richard (Dick) Fontaine will continue in his role as Chairman International, partnering with DeMatteo and Mauler on the strategic growth of GameStop’s broad network of more than 2,000 international stores.

“GameStop has an exceptionally strong management team,” offered Raines. “When a new chief executive has the opportunity to work hand-in-hand with company founders Dick Fontaine, Dan DeMatteo and GameStop Board Member Len Riggio, it allows for a unique opportunity to deliver bottom-line results within a company that has made an indelible mark as the leading retailer within the gaming industry.”

Raines added that the new structure, “reflects the fact that the video game industry is evolving into different platforms beyond the console, and GameStop is well positioned as a multi-channel retailer and aggregator for all things gaming.”

About GameStop Corp.

Headquartered in Grapevine, TX, GameStop Corp., a Fortune 500 and S&P 500 company, is the world's largest video game and entertainment software retailer. The company operates 6,486 retail stores in 17 countries worldwide. The company also operates an e-commerce site, GameStop.com, and publishes Game Informer(R) magazine, a leading multi-platform video game publication. GameStop Corp. sells new and used video game software, hardware and accessories for video game systems from Sony, Nintendo, and Microsoft. In addition, the company sells PC entertainment software, related accessories and other merchandise. General information on GameStop Corp. can be obtained at the company's corporate website: <http://www.gamestopcorp.com>.