

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

**FORM S-8  
REGISTRATION STATEMENT**  
*UNDER  
THE SECURITIES ACT OF 1933*

**GameStop Corp.**

(Exact name of registrant as specified in its charter)

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

**20-2733559**  
(I.R.S. Employer  
Identification No.)

**625 Westport Parkway**  
**Grapevine, Texas**  
(Address of Principal Executive Offices)

**76051**  
(Zip Code)

**Inducement Award Agreement (2019 Annual Award)**  
**Inducement Award Agreement (Make Whole Award)**  
(Full title of the plans)

**Daniel J. Kaufman**  
**Executive Vice President, Chief Legal and Administrative Officer,**  
**and Corporate Secretary**  
**625 Westport Parkway**  
**Grapevine, Texas 76051**  
(Name and address of agent for service)

**(814) 424-2000**  
(Telephone number, including area code, of agent for service)

*with a copy to:*

**Michael H. Friedman, Esq.**  
**Pepper Hamilton LLP**  
**3000 Two Logan Square**  
**Eighteenth and Arch Streets**  
**Philadelphia, PA 19103-2799**  
**(215) 981-4563**

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, or a smaller reporting company. See the definitions of “large accelerated filer,” “accelerated filer” and “smaller reporting company” in Rule 12b-2 of the Exchange Act.

Large accelerated filer	<input checked="" type="checkbox"/>	Accelerated filer	<input type="checkbox"/>
Non-accelerated filer	<input type="checkbox"/>	Smaller reporting company	<input type="checkbox"/>
		Emerging growth company	<input type="checkbox"/>

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 7(a)(2)(B) of the Securities Act of 1933, as amended (the “Securities Act”).

**CALCULATION OF REGISTRATION FEE**

Title of Securities to be Registered	Amount to be Registered <sup>1</sup>	Proposed Maximum Offering Price Per Share	Proposed Maximum Aggregate Offering Price	Amount of Registration Fee
Class A Common Stock, \$.001 par value per share	1,761,745 shares <sup>1,2</sup>	\$9.08 <sup>3</sup>	\$15,996,644 <sup>3</sup>	\$1,938.80 <sup>3</sup>
<b>Total</b>	<b>1,761,745</b>	<b>—</b>	<b>\$15,996,644</b>	<b>\$1,938.80</b>

- (1) Pursuant to Rule 416(a) under the Securities Act, this Registration Statement also covers such additional shares as may hereinafter be offered or issued to prevent dilution resulting from stock splits, stock dividends, recapitalizations or similar transactions.
- (2) Represents 1,761,745 shares issuable to Mr. George Sherman, including 587,248 shares potentially issuable in the future in the event of above-target performance, pursuant to the Inducement Award Agreements (as defined below) awarded as a material inducement to employment as GameStop Corp.’s Chief Executive Officer.

- (3) Calculated solely for purposes of this offering under Rule 457(h) of the Securities Act. The price of \$9.08 per share represents the average of the high and low price per share of Class A Common Stock of GameStop Corp., as reported on the New York Stock Exchange on April 15, 2019.

#### **Explanatory Note**

On April 15, 2019, GameStop Corp., a Delaware corporation (the “Registrant”), granted to Mr. Sherman 671,141 shares of restricted stock under the Make Whole Inducement Award Agreement and 503,356 shares of restricted stock under the 2019 Annual Award Inducement Award (together with the Make Whole Inducement Award Agreement, the “Inducement Award Agreements”). Each award consists of 50% time-vested restricted stock and 50% performance-based restricted stock. The 587,248 shares of performance-based restricted stock granted to Mr. Sherman represent the number of shares that would be earned at target levels of performance (the “Target Shares”). The actual number of shares of performance-based restricted stock that may be earned under these awards will vary between 0 to 200% of the Target Shares, with any above-target shares being issued at the time performance is actually determined. The Inducement Award Agreements were granted outside of the terms of the Registrant’s stockholder-approved equity plan as an “employment inducement grant” under New York Stock Exchange Listing Rule 303A.08.

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## Part I — Information Required in the Section 10(a) Prospectus

### Items 1 and 2. **General Plan Information; Registrant Information and Employee Plan Annual Information.**

All information required by Part I to be contained in the prospectus relating to the Inducement Award Agreements is omitted from this Registration Statement in accordance with Rule 428 under the Securities Act.

## Part II — Information Required in the Registration Statement

### Item 3. **Incorporation of Documents by Reference.**

The following documents filed with the Securities and Exchange Commission (the “Commission”) by the Registrant, are incorporated herein by reference:

1. Annual Report on Form 10-K for the fiscal year ended February 2, 2019, filed on April 2, 2019.
2. Description of the Registrant’s Class A Common Stock, par value \$.001 per share, contained in Item I of the Registrant’s Registration Statement on Form 8-A, filed with the Commission on October 3, 2005.

All documents subsequently filed by the Registrant pursuant to Sections 13(a), 13(c), 14 and 15(d) of the Exchange Act prior to the filing of a post-effective amendment which indicates that all securities offered hereby have been sold or which deregisters all securities then remaining unsold, shall be deemed to be incorporated by reference into this Registration Statement and to be a part hereof from the date of filing of such documents; provided, however, that documents or information deemed to have been furnished and not filed in accordance with Commission rules shall not be deemed incorporated by reference into this Registration Statement. Any statement contained herein or in a document, all or a portion of which is incorporated or deemed to be incorporated by reference herein, shall be deemed to be modified or superseded for purposes of this Registration Statement to the extent that a statement contained herein or in any other subsequently filed document which also is or is deemed to be incorporated by reference herein modifies or supersedes such statement. Any such statement so modified or superseded shall not be deemed, except as so modified or amended, to constitute a part of this Registration Statement.

### Item 4. **Description of Securities.**

Not Applicable.

### Item 5. **Interest of Named Experts and Counsel.**

Not Applicable.

### Item 6. **Indemnification of Directors and Officers.**

Section 145 of the Delaware General Corporation Law (the “DGCL”) and Article X of the Registrant’s Fifth Amended and Restated By-laws (the “By-laws”) provide for the indemnification of the Registrant’s directors and officers in a variety of circumstances, which may include liabilities under the Securities Act.

Section 145 of the DGCL also provides that the indemnification and advancement of expenses provided by, or granted pursuant to, Section 145 shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under any by-law, vote of stockholders or disinterested directors or otherwise, both as to action in such person’s official capacity and as to action in another capacity while holding such office.

Section 145 of the DGCL also provides that a corporation has the power to purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the corporation, or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation,

partnership, joint venture, trust or other enterprise, against any liability asserted against such person and incurred by such person in any such capacity, or arising out of such person's status as such, whether or not the corporation would have the power to indemnify such person against such liability under this Section 145.

Article X of the Registrant's By-laws generally requires the Registrant to indemnify its directors and officers against all liabilities (including judgments, settlements, fines and penalties) and reasonable expenses incurred in connection with the investigation, defense, settlement or appeal of any type of action, whether instituted by a third party or a stockholder (either directly or derivatively) and including specifically, but without limitation, actions brought under the Securities Act and/or the Exchange Act.

In addition, the Registrant's Third Amended and Restated Certificate of Incorporation (the "Certificate of Incorporation") contains a provision which eliminates the personal liability of a director to the Registrant and its stockholders for certain breaches of his or her fiduciary duty of care as a director. This provision does not, however, eliminate or limit the personal liability of a director (i) for any breach of such director's duty of loyalty to the Registrant or its stockholders, (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (iii) under the Delaware statutory provision making directors personally liable, under a negligence standard, for unlawful dividends or unlawful stock repurchases or redemptions, or (iv) for any transaction from which the director derived an improper personal benefit. This provision offers persons who serve on the Board of Directors of the Registrant protection against awards of monetary damages resulting from breaches of their duty of care (except as indicated above), including grossly negligent business decisions made in connection with takeover proposals for the Registrant. As a result of this provision, the ability of the Registrant or a stockholder thereof to successfully prosecute an action against a director for a breach of his or her duty of care has been limited. However, the provision does not affect the availability of equitable remedies such as an injunction or rescission based upon a director's breach of his or her duty of care. The Commission has taken the position that the provision will have no effect on claims arising under the federal securities laws.

The above discussion of the DGCL, the Certificate of Incorporation and the By-laws is not intended to be exhaustive and is qualified in its entirety by such statutes, Certificate of Incorporation and By-laws, as applicable.

**Item 7. Exemption from Registration Claimed.**

Not applicable.

**Item 8. Exhibits.**

<u>Exhibit Number</u>	<u>Description</u>
5.1	<a href="#">Opinion of Pepper Hamilton LLP.</a>
10.1	<a href="#">Form of Inducement Award Agreement (2019 Annual Award), effective as of April 15, 2019, by and between the Registrant and George Sherman.</a>
10.2	<a href="#">Form of Inducement Award Agreement (Make Whole Award), effective as of April 15, 2019, by and between the Registrant and George Sherman.</a>
23.1	<a href="#">Consent of Deloitte &amp; Touche LLP.</a>
23.2	<a href="#">Consent of Pepper Hamilton LLP (included as part of Exhibit 5.1).</a>
24.1	<a href="#">Power of Attorney (included on signature page of this Registration Statement).</a>

**Item 9. Undertakings.**

1. The undersigned Registrant hereby undertakes:

- (a) To file, during any period in which offers or sales are being made, a post-effective amendment to this Registration Statement:
  - (i) To include any prospectus required by Section 10(a)(3) of the Securities Act;
  - (ii) To reflect in the prospectus any facts or events arising after the effective date of this Registration Statement (or the most recent post-effective amendment hereof) which, individually or in the aggregate, represent a fundamental change in the information set forth in this Registration Statement. Notwithstanding the foregoing, any increase or decrease in volume of securities offered (if the total dollar value of securities offered would not exceed that which was registered) and any deviation from the low or high end of the estimated maximum offering range may be reflected in the form of prospectus filed with the Commission pursuant to Rule 424(b) if, in the aggregate, the changes in volume and price represent no more than a 20 percent change in the maximum aggregate offering price set forth in the "Calculation of Registration Fee" table in the effective registration statement; and
  - (iii) To include any material information with respect to the plan of distribution not previously disclosed in this Registration Statement or any material change to such information in this Registration Statement;

provided, however, that paragraphs (1)(a)(i) and (1)(a)(ii) will not apply if the information required to be included in a post-effective amendment by those paragraphs is contained in periodic reports filed with or furnished to the Commission by the Registrant pursuant to Section 13 or Section 15(d) of the Exchange Act that are incorporated by reference in this Registration Statement.

(b) That, for the purpose of determining any liability under the Securities Act, each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial *bona fide* offering thereof.

(c) To remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the offering.

2. The undersigned Registrant hereby further undertakes that, for purposes of determining any liability under the Securities Act, each filing of the Registrant's annual report pursuant to Section 13(a) or Section 15(d) of the Exchange Act (and, where applicable, each filing of an employee benefit plan's annual report pursuant to Section 15(d) of the Exchange Act) that is incorporated by reference in this Registration Statement shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial *bona fide* offering thereof.

3. Insofar as indemnification for liabilities arising under the Securities Act may be permitted to directors, officers and controlling persons of the Registrant pursuant to the provisions described under Item 6 above, or otherwise, the Registrant has been advised that in the opinion of the Commission such indemnification is against public policy as expressed in the Securities Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the Registrant of expenses incurred or paid by a director, officer or controlling person of the Registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the Registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Securities Act and will be governed by the final adjudication of such issue.

**SIGNATURES**

Pursuant to the requirements of the Securities Act, as amended, the Registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-8 and has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Grapevine, State of Texas, on the 15th day of April, 2019.

**GAMESTOP CORP.**

By: /s/ DANIEL J. KAUFMAN

Daniel J. Kaufman  
Executive Vice President, Chief Legal and  
Administrative Officer, and Corporate Secretary

**POWER OF ATTORNEY**

KNOW ALL PERSONS BY THESE PRESENTS, that each person whose signature appears below constitutes and appoints Daniel A. DeMatteo, Robert A. Lloyd and Daniel J. Kaufman and each of them, such person's true and lawful attorney-in-fact and agent, with full powers of substitution and resubstitution, for such person and in his or her name, place and stead, in any and all capacities, to sign any and all amendments to this registration statement (including any post-effective amendments thereto), and to file the same, with all exhibits thereto, and other documents in connection therewith with the Securities and Exchange Commission, granting unto said attorney-in-fact and agent full power and authority to do and to perform each and every act and thing requisite and necessary to be done in and about the premises, as fully and to all intents and purposes as he or she might or would do in person, hereby ratifying and confirming all that said attorney-in-fact and agent, or their substitutes may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act, this registration statement has been signed by the following persons in the capacities and on the date indicated below.

<u>Signature</u>	<u>Title</u>	<u>Date</u>
<u>/s/ SHANE S. KIM</u> Shane S. Kim	Interim Chief Executive Officer and Director (Principal Executive Officer)	April 15, 2019
<u>/s/ DANIEL A. DEMATTEO</u> Daniel A. DeMatteo	Executive Chairman and Director	April 15, 2019
<u>/s/ ROBERT A. LLOYD</u> Robert A. Lloyd	Chief Operating Officer and Chief Financial Officer (Principal Financial Officer)	April 15, 2019

<u>Signature</u>	<u>Title</u>	<u>Date</u>
<u>/s/ DANIEL J. KAUFMAN</u> Daniel J. Kaufman	Executive Vice President, Chief Legal and Administrative Officer, and Corporate Secretary	April 15, 2019
<u>/s/ JEROME L. DAVIS</u> Jerome L. Davis	Director	April 15, 2019
<u>/s/ THOMAS N. KELLY JR.</u> Thomas N. Kelly Jr.	Director	April 15, 2019
<u>/s/ STEVEN R. KOONIN</u> Steven R. Koonin	Director	April 15, 2019
<u>/s/ CARRIE W. TEFFNER</u> Carrie W. Teffner	Director	April 15, 2019
<u>/s/ GERALD R. SZCZEPANSKI</u> Gerald R. Szczepanski	Director	April 15, 2019
<u>/s/ KATHY P. VRABECK</u> Kathy P. Vrabeck	Director	April 15, 2019
<u>/s/ LAWRENCE S. ZILAVY</u> Lawrence S. Zilavy	Director	April 15, 2019



3000 Two Logan Square  
Eighteenth and Arch Streets  
Philadelphia, PA 19103-2799  
215.981.4000  
Fax 215.981.4750

April 15, 2019

Board of Directors  
GameStop Corp.  
625 Westport Parkway  
Grapevine, Texas 76051

Ladies and Gentlemen:

We are acting as counsel to GameStop Corp., a Delaware corporation (the "**Company**"), in connection with its registration statement on Form S-8, as amended (the "**Registration Statement**"), filed with the Securities and Exchange Commission under the Securities Act of 1933, as amended (the "**Act**"), relating to the proposed offering of up to an aggregate of 1,761,745 shares of Class A Common Stock, par value \$0.001 per share, of the Company (the "**Shares**"), all of which shares are issuable pursuant to the Company's Inducement Award Agreement (2019 Annual Award) and Inducement Award Agreement (Make Whole Award) with Mr. George Sherman, which were granted as inducements material to Mr. Sherman entering into employment with the Company (the "**Inducement Grant Agreements**"). This opinion letter is furnished to you at your request to enable you to fulfill the requirements of Item 601(b)(5) of Regulation S-K, 17 C.F.R. § 229.601(b)(5), in connection with the Registration Statement.

For purposes of this opinion letter, we have examined copies of such agreements, instruments and documents as we have deemed an appropriate basis on which to render the opinions hereinafter expressed. In our examination of the aforesaid documents, we have assumed the genuineness of all signatures, the legal capacity of all natural persons, the accuracy and completeness of all documents submitted to us, the authenticity of all original documents, and the conformity to authentic original documents of all documents submitted to us as copies (including telecopies). As to all matters of fact, we have relied on the representations and statements of fact made in the documents so reviewed, and we have not independently established the facts so relied on. This opinion letter is given, and all statements herein are made, in the context of the foregoing.

This opinion letter is based as to matters of law solely on the Delaware Generation Corporation Law, as amended. We express no opinion herein as to any other statutes, rules or regulations.

Based upon, subject to and limited by the foregoing, we are of the opinion that following (i) effectiveness of the Registration Statement, (ii) issuance of the Shares pursuant to the terms of the Inducement Grant Agreements, and (iii) receipt by the Company of the consideration for the Shares specified in the resolutions of the Board of Directors or a duly authorized committee thereof, and the Inducement Grant Agreements, the Shares will be validly issued, fully paid, and nonassessable.



Board of Directors  
GameStop, Inc.  
Page 2 of 2  
April 15, 2019

This opinion letter has been prepared for use in connection with the Registration Statement. We assume no obligation to advise you of any changes in the foregoing subsequent to the effective date of the Registration Statement.

We hereby consent to the filing of this opinion letter as Exhibit 5.1 to the Registration Statement. In giving this consent, we do not thereby admit that we are an “expert” within the meaning of the Act.

Very truly yours,

/s/ PEPPER HAMILTON LLP

PEPPER HAMILTON LLP

## INDUCEMENT AWARD AGREEMENT

## (2019 Annual Award)

THIS INDUCEMENT AWARD AGREEMENT (this "Agreement"), effective as of April 15, 2019 (the "Effective Date"), represents the grant of restricted shares of Class A common stock, par value \$.001 per share ("Restricted Shares") of GameStop Corp. (the "Company") to George Sherman (the "Participant"), subject to the terms and conditions set forth below. The Company and the Participant agree as follows:

**1. Grant of Restricted Shares.**

(a) Initial Shares. The Company hereby grants to the Participant 503,356 Restricted Shares, subject to the terms and conditions of this Agreement.

(b) Potential Additional Shares. Additional Restricted Shares may become issuable with respect to the portion of this Award described below in Section 2(a)(ii), to the extent the percentage of Shares earned exceeds 100% (based on the terms established by the Committee in accordance with Section 2(a)(ii)). Any such additional Restricted Shares that are earned will be issued automatically upon certification by the Committee of the performance results for the applicable period. Once issued, such additional Restricted Shares will be subject to the service-based vesting requirements described in Section 2(a)(ii), as well as all the other terms then applicable to this Award. For avoidance of doubt, the Participant will not have the rights of a stockholder (including voting rights) and will not be able to make a Section 83(b) election with respect to any such additional Restricted Shares unless and until those additional Shares are issued pursuant to this paragraph.

(c) Incorporation of Plan Terms. This Award constitutes a non-plan "inducement award," as contemplated by New York Stock Exchange Rule 303A.08, and is therefore not made pursuant to the GameStop Amended and Restated 2011 Incentive Plan (the "Plan"). Nonetheless, the terms and provisions of the Plan relating to restricted stock are hereby incorporated into this Agreement by this reference, as though fully set forth herein, as if this Award were granted pursuant to the Plan. Unless the context herein otherwise requires, the terms defined in the Plan shall have the same meanings herein. A copy of the Plan has been provided to the Participant along with this Agreement.

**2. Vesting Period:**

(a) In General. Subject to the terms of this Agreement, the Restricted Shares granted hereunder shall vest as follows:

(i) One-half of the Restricted Shares granted pursuant to Section 1(a) shall vest in equal annual installments on each of the first, second, and third anniversaries of the Effective Date.

(ii) One-half of the Restricted Shares granted pursuant to Section 1(a) will be subject to the performance goals established by the Committee for the performance-based portion of the 2019 annual equity awards issued to the Company's other named executive officers. Those

performance goals will be memorialized and appended to this Agreement as Exhibit A promptly following their establishment. To the extent those Restricted Shares are not earned upon completion of the applicable performance period, those Shares will then be forfeited. To the extent those Restricted Shares are earned, they shall vest on the third anniversary of the Effective Date.

Subject to Sections 2(b) and 2(c), for vesting to occur on any specified date, the Participant must be continuously employed by or in service with the Company or any of its affiliates from the Effective Date through such date.

(b) Acceleration. The vesting of this Award may be accelerated by the Committee in its discretion, pursuant to the Company's Retirement Policy or otherwise, or may be subject to acceleration as set forth in the Participant's employment agreement with the Company.

(c) Termination Before Vesting. If the Participant's employment or service with the Company terminates, any portion of this Award that is unvested as of the date of such termination shall be forfeited, unless otherwise provided in the Company's Retirement Policy or the Participant's employment agreement with the Company (if any).

(d) Effect of a Change in Control. Unless otherwise specified in the Participant's employment agreement with the Company (if any), the effect of a Change in Control on this Award will be determined by the Committee in its discretion. Without limiting the generality of the preceding sentence, if a Change in Control occurs prior to the end of the performance period applicable under Exhibit A, the Committee may choose to take any of the following actions with respect to the portion of this Award described in Section 2(a)(ii): (i) accelerate the end the performance period applicable under Exhibit A and adjust the performance goal stated on Exhibit A to reflect the abbreviated performance period, (ii) deem the portion of this Award described in Section 2(a)(ii) to have been earned at the target level of performance (100%), without regard to actual performance to date and in lieu of any opportunity for additional issuances pursuant to Section 1(b), or (iii) adjust the performance measure stated on Exhibit A to equitably reflect the effects of the Change in Control on the Company or its successor.

(e) No Partial Shares. Any fractional Share otherwise vesting hereunder will be rounded down to the next whole Share.

**3. Voting Rights.** All Restricted Shares issued hereunder, whether vested or unvested, shall have full voting rights accorded to outstanding Shares.

#### **4. Dividend Rights.**

(a) Cash Dividends. The Participant shall be entitled to receive any cash dividends or other distributions paid with respect to Restricted Shares granted hereunder, provided that such distributions shall accumulate and be paid to the Participant only upon the vesting of the Shares with respect to which such distributions were paid.

(b) Non-Cash Dividends. Any Share dividends or other distributions or dividends of property other than cash with respect to Restricted Shares granted hereunder shall be subject to the same forfeiture restrictions and restrictions on transferability as apply to the Restricted Shares with respect to which such property was paid.

(c) **Dividend Equivalent Amounts.** Any additional Restricted Shares issued pursuant to Section 1(b) will be credited with dividend equivalent amounts equal to any cash dividends that would have been paid with respect to an equal number of outstanding Shares between the Effective Date and the date such additional Restricted Shares are actually issued, and such dividend equivalent amounts will be paid to the Participant only upon the vesting of such additional Restricted Shares.

**5. Nontransferability.** The Restricted Shares granted hereby may not be assigned or transferred (other than by will or the laws of descent and distribution), pledged or sold, until such Shares have vested. No assignment or transfer of any Restricted Shares in violation of this Section 5, whether voluntary or involuntary, by operation of law or otherwise, shall vest in the assignee or transferee any interest whatsoever.

**6. Issuance of Restricted Shares.** As soon as practicable after the date of this Agreement (in the case of Shares described in Section 1(a)) or as soon as practicable after the Committee's certification of performance results (in the case of earned Shares issuable under Section 1(b), if any), the Company shall cause to be transferred on the books of the Company, Shares registered in the name of the Company, as nominee for the Participant, evidencing the Restricted Shares issued pursuant to this Agreement; provided, however, such Shares shall be subject to forfeiture to the Company retroactive to the date of grant, if this Agreement is not duly executed by the Participant and timely returned to the Company. Until the lapse or release of all restrictions applicable to an Award of Restricted Shares, any share certificates representing such Restricted Shares shall be held in custody by the Company or its designee.

**7. Administration.** This Agreement and the rights of the Participant hereunder are subject to such rules and regulations as the Committee may adopt for administration of the Plan. It is expressly understood that the Committee is authorized to administer, construe, and make all determinations necessary or appropriate to the administration of this Agreement, all of which shall be binding upon the Participant.

**8. Adjustments.** The number of Restricted Shares issued or issuable hereunder shall be subject to adjustment in accordance with Section 13.6 of the Plan.

**9. Exclusion from Pension Computations.** The Participant hereby agrees that any income or gain realized upon the receipt, vesting or payment of this Award is special incentive compensation and shall not be taken into account, to the extent permissible under applicable law, as "wages", "salary" or "compensation" in determining the amount of any payment under any pension, retirement, incentive, profit sharing, bonus or deferred compensation plan of the Company or any of its affiliates.

**10. Amendment.** The Committee may, with the consent of the Participant or otherwise as permitted by the Plan, at any time or from time to time amend the terms and conditions of this Award. For the avoidance of doubt, the establishment, memorialization and incorporation of the performance goals contemplated by Section 2(a)(ii) herein shall not be deemed to be an amendment of this Award; therefore, consent of the Participant is not required.

**11. Notices.** Any notice which either party hereto may be required or permitted to give to the other shall be in writing, and may be delivered personally or by mail, postage prepaid, or overnight courier, addressed as follows: if to the Company, at its office at 625 Westport Parkway, Grapevine, Texas 76051, Attn: Human Resources, or at such other address as the Company by notice to the Participant may designate in writing from time to time; and if to the Participant, at the address shown below his or her signature below, or at such other address as the Participant by notice to the Company may designate in writing from time to time. Notices shall be effective upon receipt.

**12. Withholding Taxes.** The Company and any of its affiliates shall have the right to withhold from wages or other amounts otherwise payable to the Participant or otherwise require the Participant to pay, any federal, state, local or foreign income taxes, withholding taxes, or employment taxes required to be withheld by law or regulations (“Withholding Taxes”) arising as a result of the grant, vesting or payment of this Award, the making of an election under Section 83(b) (or any similar provision) of the Internal Revenue Code of 1986 (the “Code”), the payment of dividends or dividend equivalent amounts or any other taxable event occurring in connection with this Award. Except with respect to Withholding Taxes due in connection with an election under Section 83(b) of the Code, the Company, in its sole discretion, may elect to satisfy part or all of any obligation for Withholding Taxes by retaining a sufficient number of Shares that it would otherwise release from restriction on a particular vesting date with a fair market value equal to the amount of Withholding Taxes intended to be so satisfied (as determined by the Company in its sole discretion).

**13. Registration; Legend.** The Company may postpone the issuance and delivery of the Restricted Shares granted hereby until (a) the admission of such Shares to listing on any stock exchange or exchanges on which shares of the Company of the same class are then listed and (b) the completion of such registration or other qualification of such Shares under any state or federal law, rule or regulation as the Company shall determine to be necessary or advisable. The Participant shall make such representations and furnish such information as may, in the opinion of counsel for the Company, be appropriate to permit the Company, in light of the then existence or non-existence with respect to such Shares of an effective Registration Statement under the Securities Act of 1933, as amended, to issue the Shares in compliance with the provisions of that or any comparable act.

The Company may cause the following or a similar legend to be set forth on each certificate representing Restricted Shares granted hereby unless counsel for the Company is of the opinion as to any such certificate that such legend is unnecessary:

THE SECURITIES REPRESENTED BY THIS CERTIFICATE MAY BE SUBJECT TO FORFEITURE AND OTHER LIMITATIONS AND RESTRICTIONS AS SET FORTH IN A LONG-TERM INCENTIVE AWARD AGREEMENT ON FILE WITH THE COMPANY. IN ADDITION, THE SECURITIES REPRESENTED BY THIS CERTIFICATE MAY NOT BE OFFERED FOR SALE, SOLD OR OTHERWISE TRANSFERRED EXCEPT PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE “ACT”), OR PURSUANT TO AN EXEMPTION FROM REGISTRATION UNDER THE ACT, THE AVAILABILITY OF WHICH IS ESTABLISHED BY AN OPINION FROM COUNSEL TO THE COMPANY.

**14. Section 83(b) Election.** If the Participant makes the election contemplated by Section 83(b) of the Code (a “Section 83(b) Election”) (or any similar provision of federal, state or local law) with respect to any Restricted Shares awarded hereunder, the Participant shall provide the Company with a copy of such election within 30 days after the issuance of such Shares (or such earlier date required by law) and otherwise comply with the provisions of this Section 14. On or prior to the date of filing of any Section 83(b) Election with respect to such Restricted Shares, Participant shall satisfy the Company’s Withholding Tax obligations with respect to such Section 83(b) Election by tendering payment to the Company, in readily available funds, of an amount equal to such Withholding Tax obligation (or enter into such other arrangement as shall be acceptable to the Company to satisfy such Withholding Tax obligation).

**15. No Tax Advice.** Participant hereby acknowledges that the Company has not provided any specific tax advice to Participant in connection with this Award. The Company makes no representations concerning the tax consequences of this Agreement. Participant will consult with his or her own tax advisors with respect to the tax consequences of this Award.

## 16. Miscellaneous.

(a) This Agreement shall not confer upon the Participant any right to continuation of employment or service with the Company, nor shall this Agreement interfere in any way with the Company's right to terminate the Participant's employment or service at any time.

(b) This Agreement shall be subject to all applicable laws, rules, and regulations, and to such approvals by any governmental agencies or national securities exchanges as may be required.

(c) To the extent not preempted by federal law, this Agreement shall be governed by, and construed in accordance with the laws of the State of Delaware.

(d) The provisions of this Agreement are severable and if any one or more provisions are determined to be illegal or otherwise unenforceable, in whole or in part, the remaining provisions shall nevertheless be binding and enforceable.

(e) The Participant, every person claiming under or through the Participant, and the Company hereby waives to the fullest extent permitted by applicable law any right to a trial by jury with respect to any litigation directly or indirectly arising out of, under, or in connection with this Agreement.

(f) The Award and any Shares of stock delivered hereunder will remain subject to any non-competition or other restrictive covenant agreement to which the Participant is a party and shall remain subject to any applicable forfeiture or clawback provisions as set forth in any such document and in any clawback policy maintained by the Company from time to time.

(g) This Agreement, including terms of the Plan incorporated herein, contains the parties' entire agreement regarding the Award evidenced hereby and merges and supersedes all prior and contemporaneous discussions, agreements and understandings of every nature relating hereto. Without limiting the generality of the foregoing, this Award is in satisfaction of, and hereby merges and supersedes, Section 3(d)(ii) of that certain Executive Employment Agreement between the Participant and the Company dated March 21, 2019.

**17. Exculpation.** This Award and all documents, agreements, understandings and arrangements relating hereto have been issued on behalf of the Company by officers acting on its behalf and not by any person individually. None of the officers, Directors or stockholders of the Company, nor the Directors, officers or stockholders of any affiliate of the Company, shall have any personal liability hereunder or thereunder. The Participant shall look solely to the assets of the Company for satisfaction of any liability of the Company in respect of this Award and will not seek recourse or commence any action against any of the Directors, officers or stockholders of the Company or any of the Directors, officers or stockholders of any affiliate, or any of their personal assets, for the performance or payment of any obligation hereunder. The foregoing shall also apply to any future documents, agreements, understandings, arrangements and transactions between the parties hereto with respect to this Award.

**18. Captions.** The captions in this Agreement are for convenience of reference only, and are not intended to narrow, limit or affect the substance or interpretation of the provisions contained herein.

**19. Electronic Delivery of Documents.** The Participant hereby authorizes the Company to deliver electronically any prospectuses or other documentation related to this Award, the Plan and any other compensation or benefit plan or arrangement in effect from time to time (including, without limitation, reports, proxy statements or other documents that are required to be delivered to participants in such plans or arrangements pursuant to federal or state laws, rules or regulations). For this purpose, electronic delivery will include, without limitation, delivery by means of e-mail or e-mail notification that such documentation is available on the Company's Intranet site. Upon written request, the Company will provide to the Participant a paper copy of any document also delivered to the Participant electronically. The authorization described in this paragraph may be revoked by the Participant at any time by written notice to the Company.

IN WITNESS WHEREOF, the parties have each executed this Inducement Award Agreement on the date set forth below, respectively.

GAMESTOP CORP.

By: \_\_\_\_\_

Name:

Title:

Date: \_\_\_\_\_

ACCEPTED:

\_\_\_\_\_  
George Sherman

\_\_\_\_\_  
Address

\_\_\_\_\_  
City State Zip Code

\_\_\_\_\_  
Date



---

Exhibit A

Performance Goals

[to be determined at the time that 2019 annual equity awards are issued to other named executive officers]

**INDUCEMENT AWARD AGREEMENT****(Make Whole Award)**

THIS INDUCEMENT AWARD AGREEMENT (this "Agreement"), effective as of April 15, 2019 (the "Effective Date"), represents the grant of restricted shares of Class A common stock, par value \$.001 per share ("Restricted Shares") of GameStop Corp. (the "Company") to George Sherman (the "Participant"), subject to the terms and conditions set forth below. The Company and the Participant agree as follows:

**1. Grant of Restricted Shares.**

(a) Initial Shares. The Company hereby grants to the Participant 671,141 Restricted Shares, subject to the terms and conditions of this Agreement.

(b) Potential Additional Shares. Additional Restricted Shares may become issuable with respect to the portion of this Award described below in Section 2(a)(ii), to the extent the percentage of Shares earned exceeds 100% (based on the terms established by the Committee in accordance with Section 2(a)(ii)). Any such additional Restricted Shares that are earned will be issued automatically upon certification by the Committee of the performance results for the applicable period. Once issued, such additional Restricted Shares will be subject to the service-based vesting requirements described in Section 2(a)(ii), as well as all the other terms then applicable to this Award. For avoidance of doubt, the Participant will not have the rights of a stockholder (including voting rights) and will not be able to make a Section 83(b) election with respect to any such additional Restricted Shares unless and until those additional Shares are issued pursuant to this paragraph.

(c) Incorporation of Plan Terms. This Award constitutes a non-plan "inducement award," as contemplated by New York Stock Exchange Rule 303A.08, and is therefore not made pursuant to the GameStop Amended and Restated 2011 Incentive Plan (the "Plan"). Nonetheless, the terms and provisions of the Plan relating to restricted stock are hereby incorporated into this Agreement by this reference, as though fully set forth herein, as if this Award were granted pursuant to the Plan. Unless the context herein otherwise requires, the terms defined in the Plan shall have the same meanings herein. A copy of the Plan has been provided to the Participant along with this Agreement.

**2. Vesting Period:**

(a) In General. Subject to the terms of this Agreement, the Restricted Shares granted hereunder shall vest as follows:

(i) One-half of the Restricted Shares granted pursuant to Section 1(a) shall vest in equal annual installments on each of the first, second, and third anniversaries of the Effective Date.

(ii) One-half of the Restricted Shares granted pursuant to Section 1(a) will be subject to the performance goals established by the Committee for the performance-based portion of the 2019 annual equity awards issued to the Company's other named executive officers. Those

performance goals will be memorialized and appended to this Agreement as Exhibit A promptly following their establishment. To the extent those Restricted Shares are not earned upon completion of the applicable performance period, those Shares will then be forfeited. To the extent those Restricted Shares are earned, they shall vest on the third anniversary of the Effective Date.

Subject to Sections 2(b) and 2(c), for vesting to occur on any specified date, the Participant must be continuously employed by or in service with the Company or any of its affiliates from the Effective Date through such date.

(b) Acceleration. The vesting of this Award may be accelerated by the Committee in its discretion, pursuant to the Company's Retirement Policy or otherwise, or may be subject to acceleration as set forth in the Participant's employment agreement with the Company.

(c) Termination Before Vesting. If the Participant's employment or service with the Company terminates, any portion of this Award that is unvested as of the date of such termination shall be forfeited, unless otherwise provided in the Company's Retirement Policy or the Participant's employment agreement with the Company (if any).

(d) Effect of a Change in Control. Unless otherwise specified in the Participant's employment agreement with the Company (if any), the effect of a Change in Control on this Award will be determined by the Committee in its discretion. Without limiting the generality of the preceding sentence, if a Change in Control occurs prior to the end of the performance period applicable under Exhibit A, the Committee may choose to take any of the following actions with respect to the portion of this Award described in Section 2(a)(ii): (i) accelerate the end the performance period applicable under Exhibit A and adjust the performance goal stated on Exhibit A to reflect the abbreviated performance period, (ii) deem the portion of this Award described in Section 2(a)(ii) to have been earned at the target level of performance (100%), without regard to actual performance to date and in lieu of any opportunity for additional issuances pursuant to Section 1(b), or (iii) adjust the performance measure stated on Exhibit A to equitably reflect the effects of the Change in Control on the Company or its successor.

(e) No Partial Shares. Any fractional Share otherwise vesting hereunder will be rounded down to the next whole Share.

**3. Voting Rights.** All Restricted Shares issued hereunder, whether vested or unvested, shall have full voting rights accorded to outstanding Shares.

#### **4. Dividend Rights.**

(a) Cash Dividends. The Participant shall be entitled to receive any cash dividends or other distributions paid with respect to Restricted Shares granted hereunder, provided that such distributions shall accumulate and be paid to the Participant only upon the vesting of the Shares with respect to which such distributions were paid.

(b) Non-Cash Dividends. Any Share dividends or other distributions or dividends of property other than cash with respect to Restricted Shares granted hereunder shall be subject to the same forfeiture restrictions and restrictions on transferability as apply to the Restricted Shares with respect to which such property was paid.

(c) **Dividend Equivalent Amounts.** Any additional Restricted Shares issued pursuant to Section 1(b) will be credited with dividend equivalent amounts equal to any cash dividends that would have been paid with respect to an equal number of outstanding Shares between the Effective Date and the date such additional Restricted Shares are actually issued, and such dividend equivalent amounts will be paid to the Participant only upon the vesting of such additional Restricted Shares.

**5. Nontransferability.** The Restricted Shares granted hereby may not be assigned or transferred (other than by will or the laws of descent and distribution), pledged or sold, until such Shares have vested. No assignment or transfer of any Restricted Shares in violation of this Section 5, whether voluntary or involuntary, by operation of law or otherwise, shall vest in the assignee or transferee any interest whatsoever.

**6. Issuance of Restricted Shares.** As soon as practicable after the date of this Agreement (in the case of Shares described in Section 1(a)) or as soon as practicable after the Committee's certification of performance results (in the case of earned Shares issuable under Section 1(b), if any), the Company shall cause to be transferred on the books of the Company, Shares registered in the name of the Company, as nominee for the Participant, evidencing the Restricted Shares issued pursuant to this Agreement; provided, however, such Shares shall be subject to forfeiture to the Company retroactive to the date of grant, if this Agreement is not duly executed by the Participant and timely returned to the Company. Until the lapse or release of all restrictions applicable to an Award of Restricted Shares, any share certificates representing such Restricted Shares shall be held in custody by the Company or its designee.

**7. Administration.** This Agreement and the rights of the Participant hereunder are subject to such rules and regulations as the Committee may adopt for administration of the Plan. It is expressly understood that the Committee is authorized to administer, construe, and make all determinations necessary or appropriate to the administration of this Agreement, all of which shall be binding upon the Participant.

**8. Adjustments.** The number of Restricted Shares issued or issuable hereunder shall be subject to adjustment in accordance with Section 13.6 of the Plan.

**9. Exclusion from Pension Computations.** The Participant hereby agrees that any income or gain realized upon the receipt, vesting or payment of this Award is special incentive compensation and shall not be taken into account, to the extent permissible under applicable law, as "wages", "salary" or "compensation" in determining the amount of any payment under any pension, retirement, incentive, profit sharing, bonus or deferred compensation plan of the Company or any of its affiliates.

**10. Amendment.** The Committee may, with the consent of the Participant or otherwise as permitted by the Plan, at any time or from time to time amend the terms and conditions of this Award. For the avoidance of doubt, the establishment, memorialization and incorporation of the performance goals contemplated by Section 2(a)(ii) herein shall not be deemed to be an amendment of this Award; therefore, consent of the Participant is not required.

**11. Notices.** Any notice which either party hereto may be required or permitted to give to the other shall be in writing, and may be delivered personally or by mail, postage prepaid, or overnight courier, addressed as follows: if to the Company, at its office at 625 Westport Parkway, Grapevine, Texas 76051, Attn: Human Resources, or at such other address as the Company by notice to the Participant may designate in writing from time to time; and if to the Participant, at the address shown below his or her signature below, or at such other address as the Participant by notice to the Company may designate in writing from time to time. Notices shall be effective upon receipt.

**12. Withholding Taxes.** The Company and any of its affiliates shall have the right to withhold from wages or other amounts otherwise payable to the Participant or otherwise require the Participant to pay, any federal, state, local or foreign income taxes, withholding taxes, or employment taxes required to be withheld by law or regulations (“Withholding Taxes”) arising as a result of the grant, vesting or payment of this Award, the making of an election under Section 83(b) (or any similar provision) of the Internal Revenue Code of 1986 (the “Code”), the payment of dividends or dividend equivalent amounts or any other taxable event occurring in connection with this Award. Except with respect to Withholding Taxes due in connection with an election under Section 83(b) of the Code, the Company, in its sole discretion, may elect to satisfy part or all of any obligation for Withholding Taxes by retaining a sufficient number of Shares that it would otherwise release from restriction on a particular vesting date with a fair market value equal to the amount of Withholding Taxes intended to be so satisfied (as determined by the Company in its sole discretion).

**13. Registration; Legend.** The Company may postpone the issuance and delivery of the Restricted Shares granted hereby until (a) the admission of such Shares to listing on any stock exchange or exchanges on which shares of the Company of the same class are then listed and (b) the completion of such registration or other qualification of such Shares under any state or federal law, rule or regulation as the Company shall determine to be necessary or advisable. The Participant shall make such representations and furnish such information as may, in the opinion of counsel for the Company, be appropriate to permit the Company, in light of the then existence or non-existence with respect to such Shares of an effective Registration Statement under the Securities Act of 1933, as amended, to issue the Shares in compliance with the provisions of that or any comparable act.

The Company may cause the following or a similar legend to be set forth on each certificate representing Restricted Shares granted hereby unless counsel for the Company is of the opinion as to any such certificate that such legend is unnecessary:

THE SECURITIES REPRESENTED BY THIS CERTIFICATE MAY BE SUBJECT TO FORFEITURE AND OTHER LIMITATIONS AND RESTRICTIONS AS SET FORTH IN A LONG-TERM INCENTIVE AWARD AGREEMENT ON FILE WITH THE COMPANY. IN ADDITION, THE SECURITIES REPRESENTED BY THIS CERTIFICATE MAY NOT BE OFFERED FOR SALE, SOLD OR OTHERWISE TRANSFERRED EXCEPT PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE “ACT”), OR PURSUANT TO AN EXEMPTION FROM REGISTRATION UNDER THE ACT, THE AVAILABILITY OF WHICH IS ESTABLISHED BY AN OPINION FROM COUNSEL TO THE COMPANY.

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**15. No Tax Advice.** Participant hereby acknowledges that the Company has not provided any specific tax advice to Participant in connection with this Award. The Company makes no representations concerning the tax consequences of this Agreement. Participant will consult with his or her own tax advisors with respect to the tax consequences of this Award.

**16. Miscellaneous.**

(a) This Agreement shall not confer upon the Participant any right to continuation of employment or service with the Company, nor shall this Agreement interfere in any way with the Company's right to terminate the Participant's employment or service at any time.

(b) This Agreement shall be subject to all applicable laws, rules, and regulations, and to such approvals by any governmental agencies or national securities exchanges as may be required.

(c) To the extent not preempted by federal law, this Agreement shall be governed by, and construed in accordance with the laws of the State of Delaware.

(d) The provisions of this Agreement are severable and if any one or more provisions are determined to be illegal or otherwise unenforceable, in whole or in part, the remaining provisions shall nevertheless be binding and enforceable.

(e) The Participant, every person claiming under or through the Participant, and the Company hereby waives to the fullest extent permitted by applicable law any right to a trial by jury with respect to any litigation directly or indirectly arising out of, under, or in connection with this Agreement.

(f) The Award and any Shares of stock delivered hereunder will remain subject to any non-competition or other restrictive covenant agreement to which the Participant is a party and shall remain subject to any applicable forfeiture or clawback provisions as set forth in any such document and in any clawback policy maintained by the Company from time to time.

(g) This Agreement, including terms of the Plan incorporated herein, contains the parties' entire agreement regarding the Award evidenced hereby and merges and supersedes all prior and contemporaneous discussions, agreements and understandings of every nature relating hereto. Without limiting the generality of the foregoing, this Award is in satisfaction of, and hereby merges and supersedes, Section 3(d)(ii) of that certain Executive Employment Agreement between the Participant and the Company dated March 21, 2019.

**17. Exculpation.** This Award and all documents, agreements, understandings and arrangements relating hereto have been issued on behalf of the Company by officers acting on its behalf and not by any person individually. None of the officers, Directors or stockholders of the Company, nor the Directors, officers or stockholders of any affiliate of the Company, shall have any personal liability hereunder or thereunder. The Participant shall look solely to the assets of the Company for satisfaction of any liability of the Company in respect of this Award and will not seek recourse or commence any action against any of the Directors, officers or stockholders of the Company or any of the Directors, officers or stockholders of any affiliate, or any of their personal assets, for the performance or payment of any obligation hereunder. The foregoing shall also apply to any future documents, agreements, understandings, arrangements and transactions between the parties hereto with respect to this Award.

**18. Captions.** The captions in this Agreement are for convenience of reference only, and are not intended to narrow, limit or affect the substance or interpretation of the provisions contained herein.

**19. Electronic Delivery of Documents.** The Participant hereby authorizes the Company to deliver electronically any prospectuses or other documentation related to this Award, the Plan and any other compensation or benefit plan or arrangement in effect from time to time (including, without limitation, reports, proxy statements or other documents that are required to be delivered to participants in such plans or arrangements pursuant to federal or state laws, rules or regulations). For this purpose, electronic delivery will include, without limitation, delivery by means of e-mail or e-mail notification that such documentation is available on the Company's Intranet site. Upon written request, the Company will provide to the Participant a paper copy of any document also delivered to the Participant electronically. The authorization described in this paragraph may be revoked by the Participant at any time by written notice to the Company.

IN WITNESS WHEREOF, the parties have each executed this Inducement Award Agreement on the date set forth below, respectively.

GAMESTOP CORP.

By:

\_\_\_\_\_  
Name:

Title:

Date: \_\_\_\_\_

ACCEPTED:

\_\_\_\_\_  
George Sherman

\_\_\_\_\_  
Address

\_\_\_\_\_  
City

State

\_\_\_\_\_  
Zip Code

\_\_\_\_\_  
Date



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Exhibit A

Performance Goals

[to be determined at the time that 2019 annual equity awards are issued to other named executive officers]

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We consent to the incorporation by reference in this Registration Statement on Form S-8 of our reports relating to the consolidated financial statements of GameStop Corp. and subsidiaries (“GameStop”) and the effectiveness of GameStop’s internal control over financial reporting (which report expresses an adverse opinion on the effectiveness of the Company’s internal control over financial reporting because of certain deficiencies determined to be material weaknesses), dated April 2, 2019, appearing in the Annual Report on Form 10-K of GameStop for the 52 week period ended February 2, 2019.

/s/ Deloitte & Touche LLP

Dallas, Texas  
April 15, 2019