

**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) April 9, 2010 (April 5, 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 April 5, 2010 (the “Amendment Effective Date”), GameStop Corp. (the “Company”) entered into Amendments (each an “Amendment”) to the Amended and Restated Executive Employment Agreements, each dated as of December 31, 2008, with R. Richard Fontaine, the Company’s Executive Chairman (such original agreement, “Mr. Fontaine’s Agreement”), and Daniel A. DeMatteo, the Company’s Chief Executive Officer (such original agreement, “Mr. DeMatteo’s Agreement”).

The Amendment to Mr. Fontaine’s Agreement provides that: (i) from the Amendment Effective Date through March 26, 2011, Mr. Fontaine shall continue as Executive Chairman of the Company at his current annual salary of \$1,200,000; (ii) from March 27, 2011 through March 3, 2013, Mr. Fontaine shall be Chairman International of the Company at an annual salary of \$600,000; (iii) Mr. Fontaine shall continue to receive any bonus to which he would otherwise be entitled for the Company’s fiscal year ending January 29, 2011, but thereafter he would only be entitled to a bonus at the sole discretion of the Company’s Board of Directors; (iv) his employment with the Company shall automatically terminate effective March 3, 2013; and (v) certain protective covenants afforded the Company in Mr. Fontaine’s Agreement now apply for two years after his employment with the Company ceases, instead of one year.

The Amendment to Mr. DeMatteo’s Agreement provides that: (i) the term of Mr. DeMatteo’s Agreement, which currently expires April 10, 2011, is extended through March 3, 2013, with a base annual salary of no less than his current base annual salary of \$1,250,000, and automatically renews annually thereafter for an additional one-year term unless either party has given the other party written notice of non-renewal at least six months prior to such expiration; and (ii) certain protective covenants afforded the Company in Mr. DeMatteo’s Agreement now apply for two years after his employment with the Company ceases, instead of one year.

The above summary of the Amendments does not purport to be complete and is qualified in its entirety by reference to the actual Amendments, copies of which are included as Exhibits 10.1 and 10.2 of this Current Report on Form 8-K and incorporated herein by reference.

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

### (d) Exhibits

- 10.1 Amendment, dated as of April 5, 2010, to Amended and Restated Executive Employment Agreement, dated as of December 31, 2008, between GameStop Corp. and R. Richard Fontaine.
  - 10.2 Amendment, dated as of April 5, 2010, to Amended and Restated Executive Employment Agreement, dated as of December 31, 2008, between GameStop Corp. and Daniel A. DeMatteo.
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## 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: April 9, 2010

By: /s/ Robert A. Lloyd  
Robert A. Lloyd  
Interim Chief Financial Officer

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## EXHIBIT INDEX

<u>Exhibit</u>	<u>Description</u>
10.1	Amendment, dated as of April 5, 2010, to Amended and Restated Executive Employment Agreement, dated as of December 31, 2008, between GameStop Corp. and R. Richard Fontaine.
10.2	Amendment, dated as of April 5, 2010, to Amended and Restated Executive Employment Agreement, dated as of December 31, 2008, between GameStop Corp. and Daniel A. DeMatteo.

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

THIS AMENDMENT, dated as of April 5, 2010, to Amended and Restated Executive Employment Agreement, dated as of December 31, 2008, between R. Richard Fontaine (“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, Executive has voluntarily agreed to modify his position and duties effective March 27, 2011 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 26, 2011, Executive shall continue to be Executive Chairman of the Company. From March 27, 2011 through March 3, 2013, Executive shall be Chairman International of the Company. For such period, Executive shall perform such duties as designated by the Chief Executive Officer 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. **Compensation.**

(a) **Base Salary.** For the period from the date hereof through March 26, 2011, Executive’s annual Base Salary shall continue to be \$1,200,000 and for the period from March 27, 2011 through March 3, 2013, Executive’s annual Base Salary shall be \$600,000.

(b) **Bonuses/Distributions.** Executive shall continue to receive any bonus to which he would otherwise be entitled for the Company’s fiscal year ending January 29, 2011, as and when due and payable. Thereafter, Executive shall no longer be entitled to receive any bonus other than at the sole discretion of the Board.

(c) **Benefits.** Executive shall be entitled to all benefits he would otherwise be entitled to receive, except that Executive shall not participate in any incentive plan of the Company, including without limitation incentive plans under which the Company grants restricted shares and/or stock options, whether annually or periodically, other than at the sole discretion of the Board. Following Executive’s March 3, 2013 employment termination date, (i) Executive shall be entitled to applicable COBRA continuation of his medical benefits at his expense, and (ii) for any of his vested stock options that then remain unexercised, Executive shall have until the earlier of the expiration date of the applicable option or 90 days to exercise such option, with all vested options not exercised within such period being thereafter forfeited.

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3. **Compensation and Benefits Upon Termination.** If Executive's employment is terminated under the circumstances described in Sections 5(a) or 5(c) of the Original Agreement, Executive shall be entitled to: (i) a lump sum cash severance payment in an amount equal to all unpaid Base Salary and bonuses (if any) that would have otherwise been due to Executive under this Amendment through March 3, 2013, such payment to be made within 30 days following Executive's employment termination date; and (ii) the medical benefits set forth in Section 5(c)(iii) of the Original Agreement. The severance payment referred to in (i) above shall be in lieu of any payment referred to in Section 5(c)(i) and (ii) of the Original Agreement.

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.** Executive's address for purposes of Section 12 of the Original Agreement shall be the address set forth below. 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/ R. Richard Fontaine

R. Richard Fontaine

Address:

6801 Hillier Court

Colleyville, TX 76034

THE COMPANY:

GAMESTOP CORP.

By: /s/ Daniel A. DeMatteo

Name: Daniel A. DeMatteo

Title: Chief Executive Officer

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

THIS AMENDMENT, dated as of April 5, 2010, to Amended and Restated Executive Employment Agreement, dated as of December 31, 2008, between Daniel A. DeMatteo (“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. **Term of Employment.** The term of Executive’s employment shall continue through March 3, 2013, 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.
2. **Base Salary Compensation.** During the term of Executive’s employment, the Company shall provide Executive with a Base Salary of no less than one million two-hundred fifty thousand dollars (\$1,250,000) per year, paid in accordance with the Company’s normal payroll policies.
3. **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.”
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]

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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/ R. Richard Fontaine

Name: R. Richard Fontaine

Title: Executive Chairman

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