

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549

FORM 8-K

CURRENT REPORT
Pursuant to Section 13 OR 15(d) of The Securities Exchange Act of 1934

Date of Report (Date of earliest event reported) February 9, 2011

GAMESTOP CORP.

(Exact name of registrant as specified in its charter)

<u>Delaware</u>	<u>1-32637</u>	<u>20-2733559</u>
(State or other jurisdiction of incorporation)	(Commission File Number)	(I.R.S. Employer Identification No.)
	<u>625 Westport Parkway, Grapevine, TX</u>	<u>76051</u>
	(Address of principal executive offices)	(Zip Code)

Registrant's telephone number, including area code (817) 424-2000

(Former name or former address, if changed since last report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (see General Instruction A.2. below):

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

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

On February 9, 2011, GameStop Corp. (the "Company") entered into amendments to its Executive Employment Agreements with R. Richard Fontaine, Chairman, International, Daniel A. DeMatteo, Executive Chairman, J. Paul Raines, Chief Executive Officer, Tony D. Bartel, President, and Robert A. Lloyd, Executive Vice President & Chief Financial Officer, to eliminate the right of each executive to terminate his employment agreement as a result of a change-in-control of the Company. The amendments also eliminated the automatic renewal provision of each agreement, except in the case of Mr. Fontaine, whose agreement does not contain an automatic renewal provision.

The amendments are included as Exhibits 10.1 through 10.5 of this Current Report on Form 8-K and are incorporated herein by reference.

Item 9.01 Financial Statements and Exhibits.

- (d) Exhibits
 - 10.1 Third Amendment, dated as of February 9, 2011, to Amended and Restated Executive Employment Agreement, dated as of December 31, 2008, between GameStop Corp. and R. Richard Fontaine.
 - 10.2 Third Amendment, dated as of February 9, 2011, to Amended and Restated Executive Employment Agreement, dated as of December 31, 2008, between GameStop Corp. and Daniel A. DeMatteo.
 - 10.3 Second Amendment, dated as of February 9, 2011, to Amended and Restated Executive Employment Agreement, dated as of December 31, 2008, between GameStop Corp. and Paul Raines.
 - 10.4 Second Amendment, dated as of February 9, 2011, to Amended and Restated Executive Employment Agreement, dated as of December 31, 2008, between GameStop Corp. and Tony Bartel.
 - 10.5 Amendment, dated as of February 9, 2011, to Executive Employment Agreement, dated as of June 2, 2010, between GameStop Corp. and Robert Lloyd.
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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.
(Registrant)

Date: February 9, 2011

/s/ Robert A. Lloyd

Name: Robert A. Lloyd
Title: Executive Vice President and Chief
Financial Officer

EXHIBIT INDEX

<u>Exhibit</u>	<u>Description</u>
10.1	Third Amendment, dated as of February 9, 2011, to Amended and Restated Executive Employment Agreement, dated as of December 31, 2008, between GameStop Corp. and R. Richard Fontaine.
10.2	Third Amendment, dated as of February 9, 2011, to Amended and Restated Executive Employment Agreement, dated as of December 31, 2008, between GameStop Corp. and Daniel A. DeMatteo.
10.3	Second Amendment, dated as of February 9, 2011, to Amended and Restated Executive Employment Agreement, dated as of December 31, 2008, between GameStop Corp. and Paul Raines.
10.4	Second Amendment, dated as of February 9, 2011, to Amended and Restated Executive Employment Agreement, dated as of December 31, 2008, between GameStop Corp. and Tony Bartel.
10.5	Amendment, dated as of February 9, 2011, to Executive Employment Agreement, dated as of June 2, 2010, between GameStop Corp. and Robert Lloyd.

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

THIS THIRD AMENDMENT, dated as of February 9, 2011, 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 and June 2, 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 . Termination by Executive Following a Change in Control.** Section 4(f) of the Original Agreement, which entitles the Executive to terminate his employment following a Change in Control, is hereby deleted in its entirety. As a result, (a) clause (ii) in Section 5(b), which reads “other than by the CIC Termination Date following a Change in Control”, and clause (ii) in Section 5(c), which reads “Executive terminates his employment by the CIC Termination Date following a Change in Control”, are hereby deleted and replaced by “[reserved]”, and (b) the words “or by the CIC Termination Date following a Change in Control” in Section 6 are hereby deleted.

- 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

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

THIS THIRD AMENDMENT, dated as of February 9, 2011, 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 and June 2, 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 . **Term of Employment.** The second sentence of Section 2 of the Original Agreement, which provides for annual renewal of the Agreement following the expiration of the term (including any renewal term), is hereby deleted in its entirety.

- 2 . **Termination by Executive Following a Change in Control.** Section 4(f) of the Original Agreement, which entitles the Executive to terminate his employment following a Change in Control, is hereby deleted in its entirety. As a result, (a) clause (ii) in Section 5(b), which reads “other than by the CIC Termination Date following a Change in Control”, and clause (ii) in Section 5(c), which reads “Executive terminates his employment by the CIC Termination Date following a Change in Control”, are hereby deleted and replaced by “[reserved]”, and (b) the words “or by the CIC Termination Date following a Change in Control” in Section 6 are hereby deleted.

- 3 . **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/ Daniel A. DeMatteo

Daniel A. DeMatteo

THE COMPANY:

GAMESTOP CORP.

By: /s/ Paul Raines

Name: Paul Raines

Title: Chief Executive Officer

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

THIS SECOND AMENDMENT, dated as of February 9, 2011, to Amended and Restated Executive Employment Agreement, dated as of December 31, 2008, between Paul Raines (“Executive”) and GameStop Corp. (the “Company”), as amended as of June 2, 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 . **Term of Employment.** The second sentence of Section 2 of the Original Agreement, which provides for annual renewal of the Agreement following the expiration of the term (including any renewal term), is hereby deleted in its entirety.
- 2 . **Termination by Executive Following a Change in Control.** Section 4(f) of the Original Agreement, which entitles the Executive to terminate his employment following a Change in Control, is hereby deleted in its entirety. As a result, (a) clause (ii) in Section 5(b), which reads “other than by the CIC Termination Date following a Change in Control”, and clause (ii) in Section 5(c), which reads “Executive terminates his employment by the CIC Termination Date following a Change in Control”, are hereby deleted and replaced by “[reserved]”, and (b) the words “or by the CIC Termination Date following a Change in Control” in Section 6 are hereby deleted.
- 3 . **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/ Paul Raines

Paul Raines

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 February 9, 2011, to Amended and Restated Executive Employment Agreement, dated as of December 31, 2008, between Tony Bartel (“Executive”) and GameStop Corp. (the “Company”), as amended as of June 2, 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 . **Term of Employment.** The second sentence of Section 2 of the Original Agreement, which provides for annual renewal of the Agreement following the expiration of the term (including any renewal term), is hereby deleted in its entirety.
- 2 . **Termination by Executive Following a Change in Control.** Section 4(f) of the Original Agreement, which entitles the Executive to terminate his employment following a Change in Control, is hereby deleted in its entirety. As a result, (a) clause (ii) in Section 5(b), which reads “other than by the CIC Termination Date following a Change in Control”, and clause (ii) in Section 5(c), which reads “Executive terminates his employment by the CIC Termination Date following a Change in Control”, are hereby deleted and replaced by “[reserved]”, and (b) the words “or by the CIC Termination Date following a Change in Control” in Section 6 are hereby deleted.
- 3 . **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

**AMENDMENT TO
EXECUTIVE EMPLOYMENT AGREEMENT**

THIS AMENDMENT, dated as of February 9, 2011, to Executive Employment Agreement, dated as of June 2, 2010, between Robert Lloyd (“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 second sentence of Section 2 of the Original Agreement, which provides for annual renewal of the Agreement following the expiration of the term (including any renewal term), is hereby deleted in its entirety.

- 2 . Termination by Executive Following a Change in Control.** Section 4(f) of the Original Agreement, which entitles the Executive to terminate his employment following a Change in Control, is hereby deleted in its entirety. As a result, (a) clause (ii) in Section 5(b), which reads “other than by the CIC Termination Date following a Change in Control”, and clause (ii) in Section 5(c), which reads “Executive terminates his employment by the CIC Termination Date following a Change in Control”, are hereby deleted and replaced by “[reserved]”, and (b) the words “or by the CIC Termination Date following a Change in Control” in Section 6 are hereby deleted.

- 3 . 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/ Robert Lloyd

Robert Lloyd

THE COMPANY:

GAMESTOP CORP.

By: /s/ Paul Raines

Name: Paul Raines

Title: Chief Executive Officer
